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ABSTRACT

The collective bargaining agreement between Western Michigan University and the university's chapter of the American Association of University Professors covering the period September 6, 1987-September 6, 1990 is presented. Items covered in the agreement include: chapter recognition, management rights, chapter rights, rights to data, access to facilities and services, board of trustees observer, agency shop, antidiscrimination and affirmative action, personnel files, grievance procedure, academic freedom and responsibility, appointment and reappointment of faculty, promotion and tenure, faculty evaluation, faculty termination, dismissal and discipline for cause, faculty participation in departmental governance, layoff and recall, sabbatical leave, leaves of absence, additional employment, community service, teacher salaries, faculty research and creative activities support fund, retirement, fringe benefits, university calendar, faculty development, patents and copyrights, no strike/lockout, employee assistance program, interdepartmental transfer, rules of conduct, faculty senate, and arbitration. (SW)

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AGREEMENT

between

Western Michigan University

and the

W.M.U. Chapter

of the

American Association of University Professors

for

September 6, 1987-September 6, 1990

Dedicated in Memory of

A. ROBERT KLEINER

December 2, 1916
June 13, 1987

He was respected by those on both sides of the table

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A G R E E M E N T

This Agreement entered into this 8th day of September, 1987, by and between WESTERN MICHIGAN UNIVERSITY, (hereinafter referred to as "Western"), and the WESTERN MICHIGAN UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, (hereinafter referred to as the "Chapter"),

W I T N E S S E T H:

The general purposes of this Agreement are to set forth the wages, hours and other terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of Western, its employees and the Chapter. Recognizing that a high degree of educational excellence is required to maintain a qualitatively healthy and viable institution of higher learning, Western and the Chapter, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE 1 - RECOGNITION OF CHAPTER

Western recognizes the Chapter as the sole and exclusive collective bargaining representative for all Board-appointed full-time and part-time teaching faculty of Western Michigan University, including ranked faculty in the Library, the Division of Academic Services, Educational Resources Center and Counseling Center.

Specifically excluded from the unit are the ombudsman, department chairpersons and directors, persons with faculty rank in Board-appointed administrative positions at or above the level of assistant dean, persons on adjunct and visiting appointments, United States Department of Defense personnel teaching in the Department of Military Science, non-Board-appointed part-time faculty, and other positions excluded from the unit by the list below.

(a) INTEGRITY OF UNIT. No bargaining unit member shall be reclassified to a position not under the jurisdiction of this Agreement without a demonstrable alteration of job responsibilities. The Chapter will be advised in writing of such reclassification before final action is taken thereon.

The following positions are excluded from the Unit:

Academic Unit Directors of
- Counseling Center
- Computer Center
- University Libraries
- Educational Resources Center
- Division of Academic Services
- School of Social Work
- Black Americana Studies
- Associate Director of University Libraries

Academic Program Directors
- Honors College
- Physicians' Assistant Program
- Medical Technology Program
- Specialty Program in Alcoholism and Drug Abuse
- Medieval Institute
- Public Administration Program
- Institute of Public Affairs
- Center for Contemplative Studies
- Business Research and Service Institute

Continuing Education Programs
- Regional Center Directors, including but not limited to Benton Harbor, Grand Rapids, Muskegon, South Central
- Director, In-Service Education

Support Staff, Undergraduate College
- Applied Sciences -
  - Coordinator of Flight Instruction

Education -
Assistant to the Dean
University Certification Officer
Directed Teaching Unit Coordinator
General Studies -
Administrative Assistant to the Dean
Coordinator of Curriculum and Faculty Development

Other University Positions
Director and Associate Director - Institutional Research
Head Nurse - Health Center
Assistant to the Vice President - Student Services
Director - University Printing Services
Director - Mike Gary Athletic Fund
Coordinator of Academic Advising
Director, Institute of Technological Studies

ARTICLE 2. - DEFINITIONS

(a) "Academic year" means the Fall and Winter semesters, each of which is defined in "o" below.

(b) "Adjunct faculty" means persons appointed part-time by the Board of Trustees to any of the professorial ranks for which they have the professional qualifications or the equivalent. Adjunct appointments are made for a specified term. Normally, the adjunct faculty's primary professional affiliation, if any, is outside the University, and compensation for services at the University is not a provision of the appointment.

(c) "Administration" (or "Administrative Agent") means those persons charged by the Board of Trustees with the responsibility for executing the general administrative functions delegated by said Board.

(d) "Alternate academic year" means the Spring and Summer sessions plus a Fall or Winter semester, or any other mutually agreed upon arrangement equivalent to an academic year.

(e) "Board" (or "Trustees") means the Board of Trustees of Western Michigan University.

(f) "Chapter" means Western Michigan University Chapter, American Association of University Professors.

(g) "Tenure track appointment" means a ranked faculty appointment by the Board of Trustees which is probationary in nature, and which makes the holder eligible for consideration for tenure in accordance with the terms and provisions of this Agreement.

(h) "Department" means, but is not limited to, any of the organizational components of a unit constituency (e.g., Department of Chemistry, General Studies - Social Science Area, or Division of Academic Services).

(i) "Emergency periods" means those periods when it becomes necessary for the President or his/her designee to suspend University operations due to weather conditions, physical damage, or other emergency conditions that prevent normal operations. Unit faculty members prevented from working by short-term close-down of the entire University or their personal work area will receive their normal pay and be considered as being excused from their professional duties for the emergency period.

(j) "Faculty" means all persons appointed to University positions classified as ranked faculty, adjunct faculty, visiting professors and part-time instructors.

(k) "Graduate assistants" means graduate students pursuing a program leading to a graduate degree at the University and receiving payment for services to the University. "Graduate assistants" fall into two broad categories of assignment: (a) those involved in teaching classes that produce credit hours independent of any other faculty member, and (b) those involved in assisting with classes, research, and/or administrative responsibilities.

(l) "Non-unit faculty" means those persons who are faculty members not included in the bargaining unit as defined in Article 1 (or as stipulated elsewhere).

(m) "Part-time non-unit faculty" means persons appointed on a semester-by-semester or session-by-session basis, without Board approval, to teach (or to assist with the teaching of) specific classes, or to assume other appropriate instructional responsibilities.

(n) "Ranked faculty" means all persons employed by Western Michigan University who hold Board appointments in any of the following categories: Professor, Associate Professor, Assistant Professor or Instructor.

(o) "Semester" means a period of instruction normally encompassing 75 working days, exclusive of Saturdays, Sundays and University-recognized holidays. A semester shall not exceed 76½ working days nor be fewer than 71 working days.

(p) "Session" means a period of instruction normally encompassing 37 working days, exclusive of Saturdays, Sundays and University-recognized holidays. A session shall not exceed 38 working days.

(q) "Temporary appointments" and "term appointments" mean employment for a specific period of time, with a termination date certain specified at the time of appointment. These appointments are for one-year (temporary) or two-year (term) periods with such decisions as to termination date made by the Academic Affairs Office at the time of initial appointment. All full-time temporary and term faculty appointments are made by the Board of Trustees.

(r) "Unit constituency" means, but is not limited to, any of the University's colleges (e.g., Fine Arts) or college divisions (e.g., Arts and Sciences - Humanities), Academic Services and Counseling Center.

(s) "Unit faculty" means those persons who are faculty members included in the bargaining unit as defined in Article 1.

(t) "University" means Western Michigan University, a constitutionally-established institution of higher education, located in Kalamazoo, Michigan.

(u) "University-recognized holidays" means all holidays so designated by Western. Bargaining-unit faculty shall not be required to work during such University-recognized holidays. The University observes ten (10) holidays for all bargaining-unit faculty. Included are: two (2) days each at Thanksgiving, Christmas and New Year's, and single days for Good Friday, Memorial Day, Independence Day and Labor Day.

(v) "Visiting professors" means persons appointed by the Board of Trustees for a specified term at the University while on leave from another institution or organization.

(w) "Western" means the Board of Trustees of Western Michigan University and the administrative agents of said Board.

ARTICLE 3. - MANAGEMENT RIGHTS

Western has the responsibility and, subject only to the limitations imposed by the express and specific terms of this Agreement, the right to manage, direct, and control the University and its programs.

Western's existing rights, privileges and responsibilities to manage its academic and non-academic programs not specifically delineated by this Agreement shall continue in full force and effect. In the event that the specific terms of the Agreement conflict with such rights, privileges and responsibilities, the specific terms of this Agreement shall be controlling to the extent necessary to resolve such conflict, provided, however, that this Agreement shall in all cases be interpreted so as not to deprive Western of its legal authority to control all final decisions regarding its academic and non-academic programs.

ARTICLE 4. - CHAPTER RIGHTS

The Chapter retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law, except as limited by the specific and express terms of this Agreement. Western agrees not to enter into any agreement or understanding with the bargaining unit faculty, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

Section 1: The Chapter shall nominate faculty representatives to the Affirmative Action Coordinating Committee, Athletic Board of Control, University Admissions Policy Committee, University General Education Committee, University Teacher Education Committee, and University Parking

Committee. As vacancies occur in the committees named above, Western shall seek nominations from the Chapter.

Section 2: Western shall notify the Chapter of all additional universitywide committees formed during the life of this Agreement and shall seek timely nominations from the Chapter for any vacancy or vacancies that are created or occur.

ARTICLE 5. - PAST PRACTICES

As used in this Agreement, the term "past practices" refers to those practices and policies, not inconsistent with the provisions of this Agreement, which were approved by the Board of Trustees of the University as of January 6, 1975, and included in the bound volumes of the Board of Trustees' minutes and the detailed reports on file in the Board Secretary's office that are referred to in those volumes. The only exception to this definition of "past practices" is that policy entitled "The Selection of University Administrative Officers."

The parties agree to continue all past practices, as defined above, concerning faculty rights, privileges and terms and conditions of employment except as expressly modified by this Agreement or by mutual written consent; where the terms of this Agreement and past practices are in conflict, the terms of this Agreement shall govern.

The issue of whether or not in a given case a past practice of the University has been followed shall be subject to the grievance procedure, including arbitration.

Neither the enumeration in this Agreement of certain rights and privileges of bargaining unit members nor the stated constraints thereon shall be construed to deny or diminish the rights, privileges and responsibilities of faculty members to participate in the recommendation of educational policy in the University.

ARTICLE 6. - RIGHT TO DATA

Western shall make available after written request therefor has been made by the Chapter any information not exempted by law which is necessary for the Chapter to meet its collective bargaining responsibilities or to administer this Agreement. Normally, such information shall be made available within ten (10) days of the Chapter's request; if such information is not readily available within said ten (10) days, Western shall so notify the Chapter in writing and shall make the requested information available as soon as reasonably possible. Western shall not be required to compile information in any form different from that available when the request is made.

Western shall provide the Chapter with a copy of the minutes of the official meetings of the Board of Trustees. A designee of the Chapter shall have an opportunity at reasonable times to view Board of Trustees' documents in

support of the Board's minutes on file in the Secretary's office. Western shall provide the Chapter a copy of the Annual Budget Request as approved by the Board of Trustees for submission to the State of Michigan and a copy of the Annual Audited Financial Report.

Western, in lieu of computer tapes, shall provide the Chapter with a copy of the "Monthly Financial Statement," subject to the following two (2) restrictions:

1. The "statements" will be made available to the Chapter at the same time the reports are issued to the various cost centers;

2. In order to obviate any misunderstandings or misinterpretation of the records to be reviewed, the Administration expects the Executive Committee to discuss its findings with the appropriate University official, and the Executive Committee expects the Administration to answer questions it may have about its findings, prior to the release of a report of any finding.

Settlement of this request for information in no way prohibits the Chapter from asking to see additional information at some future date. The Chapter does not waive its right to ask to see additional information, and the University does not recognize the Chapter's right to see any additional information.

Western shall, no later than the 25th day of each month during the life of this Agreement and any extension thereof, notify the Chapter of all new unit faculty members, all withdrawals from the unit, and all changes of status of unit personnel.

Western shall provide to the Chapter at the time of transmission to the Board of Trustees for action a copy of each recommendation for any program change which affects the work of bargaining unit members.

ARTICLE 7. - ACCESS TO FACILITIES AND SERVICES

Western will provide the Chapter with the use of facilities, service and equipment if available upon proper written request at the same rate as that charged to other campus organizations. The Chapter shall have the right to purchase office supplies through the University purchasing system, provided the Chapter maintains sufficient balance in its cost center to cover such purchases.

Western will provide the Chapter with telephone service on the Centrex system at the same rate as is available to other users and will list the Chapter, with the names of up to ten officers and permanent staff members, in the University telephone directory.

Western will provide, without charge, five (5) parking stickers for the use of the Chapter's permanent staff and attorney. The Chapter shall not allow any other persons or any students to use the parking stickers.

Western will provide a copy of this Agreement to each unit faculty member during the life of the Agreement, as well as twenty-five (25) copies to the Chapter. Additional copies of this Agreement shall be provided to the Chapter at cost.

ARTICLE 8. - BOARD OF TRUSTEES OBSERVER

The Chapter shall be entitled to have an observer present at all official meetings of the University Board of Trustees. Said observer shall be appointed by the Executive Committee of the Chapter. The observer shall be furnished copies of the agendas at such meetings.

ARTICLE 9. - AGENCY SHOP

Section 1: MAINTENANCE OF UNIT. All bargaining-unit faculty shall, within thirty-one (31) days after the commencement of each contract year or within thirty-one (31) days after the effective date of appointment, whichever shall occur later, tender annual payment to the Chapter of either the dues assessed on members, or the service fees assessed on non-members, or sign an authorized form for payroll deduction of dues or service fees, or make arrangements for payment of dues or service fees to the Chapter, or make written application to the Chapter for conscientious objector status. The Chapter shall provide a written decision on conscientious objector status to the applicant no later than twenty (20) days after the date of receipt of the application with a copy of the decision to Western. If the application is denied, the letter shall advise the faculty member of his/her right to appeal the decision to the National Office of the AAUP, with notification of the appeal to the Chapter, and of the specific time limit for the appeal. The address to which the appeal should be sent shall also be provided in the letter.

Section 2: RESOLUTION OF DISPUTE. Any dispute between an individual and the Chapter concerning eligibility for conscientious objector status shall be resolved by the National Office of the AAUP. If an individual is rejected by the Chapter for conscientious objector status, he/she may appeal to the National Office, with notification of the appeal to the Chapter, within thirty (30) days of receipt of the rejection notice. The National Office shall investigate any such dispute and issue a written decision which shall be binding on both parties. If an appeal to the National Office is not filed within thirty (30) days, the individual waives claim for conscientious objector status for that year.

Any person granted conscientious objector status by the Chapter or the National AAUP shall, within ten (10) days after receipt of written notification from the Chapter of the granting of such status, pay to the Chapter an amount of money equal to the annual service fees assessed on non-members. Such conscientious objectors shall determine whether said payment to the Chapter shall be forwarded intact to the Western Michigan University Scholarship Fund or to the Academic Freedom Fund of the National

AAUP. Any person not granted conscientious objector status after consideration by the National AAUP shall, within ten (10) days after receipt of written notification from the Chapter of the National AAUP's decision, tender annual payment to the Chapter of either the dues assessed on members, or the service fees assessed on non-members, or sign an authorized form for payroll deduction of dues or service fees.

Section 3: PAYMENT OF DUES OR FEES. The Administration shall deduct from the salaries of members of the bargaining unit, in installments for each pay period, service fees or dues levied by the Chapter, provided the unit member has voluntarily executed a standard form, prepared by the Administration and acceptable to both parties, authorizing such deductions. Deductions shall begin in the pay period following the Administration's receipt of the authorization.

A member of the bargaining unit who has authorized dues or service fees deductions may cancel such authorization by submitting to the Payroll Office and to the Chapter written notice of cancellation no earlier than thirty (30) days prior to the anniversary date of the authorization, or the anniversary date of this Agreement, whichever occurs first.

The Administration shall furnish to the Chapter each pay period a listing of all dues and service fees deducted from the salaries of members of the bargaining unit. The Administration shall transfer all dues and service fees deductions to the Chapter each pay period.

When, upon receipt by the Chapter of a written claim, duplicate or improper dues or service fees deduction is found, refund shall be made to the claimant by the Chapter.

Western shall not be liable to the Chapter by reason of the requirements of this Article for the remittance or payment of any sum other than actual deductions made from the pay earned by the bargaining unit member.

No later than thirty (30) days after a faculty member comes into noncompliance with the provisions of this Article, and following at least fourteen (14) days' written notice to the faculty member, the Chapter may notify Western that said faculty member has not complied with the dues or service fees or conscientious objector section of this Article. Upon receipt of such written notification from the Chapter, Western's grievance hearing officer shall, within ten (10) days, conduct a hearing involving the Chapter, the faculty member, and other interested parties. If, as a result of that hearing, Western's grievance officer establishes that the Chapter has observed all applicable provisions of this Article and that the faculty member is in noncompliance with said Article, Western shall suspend the faculty member without pay for a period equal to two (2) full working days at base salary. Within ten (10) working days of the grievance officer's finding of noncompliance, said faculty member shall be notified of the days or half days when said suspension and loss of pay shall take place. Such suspensions shall be completed within 180 days of the notification by the hearing officer.

For academic year faculty, Western will use one hundred fifty (150) days per academic year as the basis for computing the deduction for the two (2) full working days.

Section 4: INDEMNIFICATION. The Chapter shall indemnify and hold the University harmless from any liability resulting from any and all claims, demands, suits or other actions arising from compliance with this Article. Indemnification shall include attorney's fees and the cost of litigation.

ARTICLE 10. - ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 1: EQUAL OPPORTUNITY EMPLOYER. Western Michigan University is an equal opportunity employer, which means that no applicant shall be denied an opportunity to apply for employment or shall be denied consideration for employment or shall be denied employment on the basis of race, color, religion, national origin, sex, age, height, weight, handicap or marital status. Western and the Chapter agree with this statement and further agree that neither shall violate this principle. Except as otherwise provided in this Agreement, Western and the Chapter further agree that all decisions relating to an individual's initial appointment, or a faculty member's promotion, tenure, salary or other personnel matters, shall be based on the individual's professional competence in his/her academic discipline and upon his/her competence in relation to the performance of the duties of the position. Personality characteristics and/or beliefs of the faculty member or individual shall not be a basis for any judgment or decision.

Section 2: AFFIRMATIVE ACTION. Western Michigan University is an affirmative action employer, which means that in all areas of personnel matters, such as initial employment, promotion, tenure, and retention, Western shall give particular attention to the candidacy of women and minorities (i.e., protected-class persons) and take affirmative steps as provided in the University Affirmative Action Plan and in this Agreement. However, all candidates shall be judged on the merits of their professional performance. Western and the Chapter agree with this statement and further agree that neither shall violate this principle and that they shall cooperate to implement affirmative action.

(a) Western and the Chapter agree that a University Affirmative Action Plan is in the best interest of both and that they shall cooperate in endeavoring to achieve the goals and objectives therein sought.

(b) The Affirmative Action Advisory Committee is advisory to the President and shall include the Chapter's designee.

(c) Western will provide the Chapter with a copy of the annual report prepared by Western's Affirmative Action Office.

(d) Western agrees that any universitywide committee recognized by Western as participating in affirmative action endeavors shall include the Chapter's designee.

Section 3: AFFIRMATIVE STEPS. In order to implement affirmative action, it may be necessary to initiate special procedures based on the need to increase the proportions of minority and women faculty (protected-class

persons). Such procedures will be developed and instituted by Western as needed.

(a) Hiring: In order to increase the "utilization" of protected-class persons in "underutilizing" areas, Western shall continue to take affirmative action in the hiring process.

(b) Promotion and Tenure: The candidacy of minorities and women shall be given particular attention. However, all candidates shall be judged on the merits of their professional performance.

Section 4: RESOLUTION OF COMPLAINTS AND GRIEVANCES. A bargaining-unit faculty member who has a complaint or grievance alleging discrimination proscribed by this Article shall have access to the two internal dispute-resolution procedures provided in this Section (a) and (b) below and shall not use any other internal dispute-resolution procedures.

(a) Early Resolution: Within ten (10) days following alleged discrimination proscribed by this Article and after consultation with the Affirmative Action office, the bargaining-unit faculty member alleging discrimination may request in writing to the University Affirmative Action Officer that a meeting be held to informally discuss and attempt to resolve the matter. The meeting shall include the Affirmative Action Officer and the bargaining-unit faculty member alleging discrimination, and may include, at the request of the faculty member, a Chapter representative and/or, at the request of the Affirmative Action Officer, representatives of Western, including the person(s) against whom the charge is made. The meeting shall be held within ten (10) days of the request, when possible. Any agreements resolving the matter which are reached at the meeting shall be reduced to writing and signed by the parties. A copy of any such Early Resolution Agreements shall be provided to the Chapter upon request. Such Early Resolution Agreements shall be final and binding and shall serve as a bar to any further pursuit of the claim(s) covered by the Early Resolution Agreement, including internal pursuit through the Grievance Procedure and external pursuit through agencies or courts. If no Early Resolution Agreement is reached at the meeting, the Affirmative Action office shall so notify the parties in writing.

(b) Grievance Procedure: A bargaining-unit faculty member who has a grievance alleging discrimination proscribed by this Article may file that grievance under the Grievance Procedure provided in Article 12 of this Agreement, provided: (1) the use of Early Resolution in (a) above shall not prejudice the faculty member's right to use the Grievance Procedure except that an Early Resolution Agreement shall be a bar to any further pursuit of the claim(s) covered by the Early Resolution Agreement; (2) if a faculty member uses Early Resolution and an Early Resolution Agreement does not result, the faculty member may initiate a grievance under Article 12 of this Agreement within twenty (20) days after the Affirmative Action office's written notification that no Early Resolution Agreement has been reached; (3) the

grievance must allege discrimination in the application of the terms of this Agreement and must not deal with positions outside the purview of this Agreement; and (4) a grievance may be filed only if the matter is not being pursued with any governmental agency or in any court action. In the event such complaint or charge is pursued with any governmental agency or in any court action after a grievance has been initiated, no further action under the Grievance Procedure shall be taken with respect thereto following notification of Western that such complaint or charge has been so filed.

Section 5: SEXUAL HARASSMENT. Discrimination because of sex includes sexual harassment. Sexual harassment is defined as unwelcome sexual conduct which is related to any conditions of employment or evaluation of student performance. This definition is intended to include more than overt advances toward actual sexual relations. It applies as well to repeated or unwarranted sex-related statements, unwelcome touching, sexually-explicit comments, graphics, and/or situations that cause the recipient discomfort or humiliation. The definition rests on three conditions:

1. The sex-related situations are unwelcome by the recipient.

2. The specific or implied connection with employment or student status is involved.

3. The conduct continues after the recipient has made clear that the conduct is unwelcome.

If Western promulgates policies on sexual harassment and related matters in addition to the policy above, and if the enforcement of such additional policy results in the discipline of a bargaining-unit faculty member, the merits of the discipline and the reasonableness of the policy may be grieved and arbitrated.

ARTICLE 11. - PERSONNEL FILES

Section 1: DEPARTMENTAL PERSONNEL FILE. In addition to personnel records which may be maintained by colleges, by the personnel office, by Academic Affairs, and by evaluation committees, and/or other appropriate offices, groups, or individuals, each department shall maintain, for the unit faculty member and for University purposes, a departmental personnel file for each faculty member. Such departmental personnel files shall contain:

1. copies of personnel transactions, such as appointment and promotion notices;

2. the following materials related to evaluations:

   a. evaluation statements or summaries thereof, including the recommendations;

b. correspondence between evaluators and the faculty member, including stipulations or other requirements;

c. records of decisions.

(Western is not responsible for evaluation materials retained by faculty evaluation committees or returned to and retained by the faculty member.)

3. current information related to the unit faculty member's academic and professional accomplishments submitted by him/her or placed in the file at his/her request, including an annually-updated vita (or a vita with a current annual update) in a format appropriate to the faculty member's discipline, which shall be provided by the faculty member to the chairperson no later than October 1 each year;

4. any existing memoranda of discussions and/or correspondence between the unit faculty member and the department chairperson, dean, or Provost relating to the unit faculty member's professional qualifications, performance and/or professional conduct;

5. summaries of student evaluations;

6. written communications from students (other than student evaluations) and others, and records of conversations with students and others, related to the unit faculty member's professional qualifications, performance and/or professional conduct, which are (a) placed in the file at the request of the unit faculty member or (b) placed in the file by the chairperson. Unsigned allegations of misconduct or of failure to meet professional responsibilities shall not be placed in the file. Allegations of misconduct or of failure to meet professional responsibilities shall be investigated and documented before being placed in the file. All communications from students need not be placed in the file; anonymous communications from any source shall not be placed in the file;

7. non-confidential letters of reference submitted for appointment and for other personnel considerations and summaries of confidential letters of reference submitted for appointment and for other personnel considerations. Such summaries shall be prepared and signed by the chairperson, and reviewed and signed by the dean. The chairperson who prepared the summary shall retain the original documents;

8. statements submitted by the faculty member in response to any item held in the file.

The departmental personnel file may contain other materials related to the professional qualifications, performance and/or professional conduct of the faculty member. If it is brought to the attention of Western in writing by a faculty member that material which should be in the departmental personnel file under (1) through (8) above has been inappropriately omitted from his/her personnel file, Western shall place that material, if available, in the file. The faculty member shall be advised if the material is not available.

Section 2: NOTIFICATION. A unit faculty member shall be notified in writing if documented material reflecting negatively on the faculty member's professional qualifications, performance and/or professional conduct is placed in his/her departmental personnel file by Western and provided with a copy of the material placed in the file. If Western intends to utilize for a personnel decision affecting the faculty member any material reflecting negatively on the faculty member's professional qualifications, performance and/or professional conduct, which have not been placed in the departmental personnel file with notice to the faculty member prior to the contemplated utilization, the faculty member shall be so notified, supplied with a copy of the materials, and afforded an opportunity to respond to the materials prior to Western's making a personnel recommendation or decision based on them.

Section 3: EXAMINATION OF DEPARTMENTAL PERSONNEL FILE. A unit faculty member upon oral or written request shall have the right to examine his/her departmental personnel file during normal business hours in the presence of a representative of Western and, if desired, a member of the bargaining unit designated by the faculty member.

A unit faculty member shall have the right to obtain copies of all materials in his/her departmental personnel file, at his/her expense. The fee shall be limited to the cost of reproduction and mailing of the materials requested.

A designated member of the Chapter, having written authorization from the unit faculty member, and in the presence of a representative of Western, may examine the departmental personnel file of such unit faculty member if the examination relates to a filed grievance, a grievance in preparation, or a written charge or charges preferred against the unit faculty member by Western.

The Ombudsman or his/her representative shall not have direct access to departmental personnel files. When possible, the unit member will be notified any time the Ombudsman or his/her representative requests information from a faculty member's departmental personnel file.

Section 4: USE OF THE DEPARTMENTAL FILE IN PERSONNEL ACTIONS. The materials contained in the departmental personnel file may be utilized by Western for all matters involving actual or contemplated personnel action, including, but not limited to, considerations of the employee's qualifications for employment, promotion, tenure, assignment, retention, compensation or disciplinary action.

Promotion and tenure committees shall request, with written notice to the faculty member, the opportunity to examine departmental personnel files in the presence of a representative of Western and, if requested by the faculty member, in the presence of the faculty member, and to utilize the materials contained in them for the making of personnel recommendations.

Section 5: OTHER USE OF PERSONNEL RECORDS. The departmental personnel file and other personnel records may be used for other official University purposes, including the meeting of legal requirements.

Nothing herein shall prohibit publication of statistical information or other legitimate use of data in which identity is not revealed.

Section 6: RELEASE OF FILE OUTSIDE THE UNIVERSITY. Unless prohibited by law, whenever possible a unit faculty member shall receive timely written notice of any request from outside the University for access to his/her file prior to such access.

Unless it is not possible, a unit faculty member shall be notified when administrative responses have been made to inquiries about the unit faculty member's personnel file from any non-University source, except in cases in which only verification of employment is given.

A unit faculty member may request, in writing, release of his/her departmental file for some specific purpose.

Section 7: FILE MAINTENANCE. For the purpose of periodic file maintenance, the department chairperson and the unit faculty member may jointly review the contents of the departmental personnel file. By mutual agreement between the chairperson and the unit faculty member, with the written approval of the Provost, individual documents in the file may be removed, provided that there appears to be no probable future need for such material. However, files may be routinely updated from time to time at the discretion of the chairperson by removal of such routine items as outdated vita, which may be returned to the faculty member.

ARTICLE 12. - GRIEVANCE PROCEDURE

Section 1: DEFINITION OF GRIEVANCE. A grievance is a dispute involving a claimed breach, misinterpretation or improper application of the provisions of this Agreement, or the past practices and policies hereinbefore defined.

Section 2: INDIVIDUAL RIGHT. Any individual faculty member or group of faculty members may at any time, consistent with their constitutional and statutory rights, present grievances to Western and have these grievances adjusted without intervention of the Chapter, provided that the adjustment is not inconsistent with the terms of this Agreement. Western shall inform the Chapter in writing of such adjustments.

Section 3: CONSTRUCTION. Nothing contained in this Article shall prevent the informal adjustment of any grievance and the parties intend that, insofar as is reasonably possible, every grievance will be resolved between the faculty member and the administrative agent of Western immediately involved. Steps one and two of the grievance procedure set forth in this Agreement shall be pursued to completion before any application for arbitration may be made, unless the parties hereto enter into a written waiver of such step or steps and agree to proceed directly to arbitration.

Section 4: BASIC PROVISIONS. The basic provisions shall be as follows:

(a) In computing any time limits specified under this Article, "days" shall mean calendar days.

(b) At all levels of the grievance procedure and at arbitration hearings, the parties shall have the right to have legal counsel present at their own

expense. A party who plans to bring legal counsel to a grievance meeting shall notify the other party of this in the grievance or grievance appeal letter (if it is the grievant or the Union planning to bring legal counsel) or in the letter scheduling the meeting (if it is Western planning to bring legal counsel), except that notice shall not be necessary for arbitration hearings.

(c) Unless extended by mutual consent in writing, the time limits specified herein shall be the maximum time allowed. In the event of the failure to comply with the time limits on the part of the grievant or the Chapter, the grievance shall be considered as having been withdrawn. In the event of the failure to comply with the time limit on the part of Western, the grievance shall automatically be advanced to the next step of the grievance procedure, except that nothing herein shall be construed so as to automatically advance a grievance to the Arbitration Step.

Section 5: INITIATION OF GRIEVANCE. The Chapter, a faculty member or a group of faculty members may initiate a grievance by serving a written notice of it to the administrative agent specified herein. Such notice shall be clearly identified as a grievance and shall concisely state the facts upon which the grievance is based and when they occurred, specify the provision of the Agreement which allegedly has been violated, specify the relief and remedy sought, and be signed by the grievant. Such notice shall be filed within thirty (30) calendar days after the occurrence of the event upon which the grievance is based. If the affected faculty member or the Chapter has no knowledge of the occurrence of the event within said thirty (30) calendar days, then such notice shall be filed within thirty (30) calendar days after the faculty member or Chapter had knowledge thereof or conditions were such that the faculty member or the Chapter should have had knowledge thereof. If no notice is served within the thirty (30) calendar day time limit, the grievance shall be barred. In no event shall monetary adjustments of a grievance cover a period prior to thirty (30) calendar days before the filing of the written notice of grievance.

A step one grievance that originates in an academic department or similar unit or at the college level or in the library shall be filed with the dean or his/her designated agent. A step one grievance that originates in Academic Services or in the Counseling Center shall be filed with the Director of the appropriate unit.

A step one grievance that originates at the level of the Provost shall be filed with the Provost or his/her designated agent. This shall include promotion and tenure grievances. A step one grievance regarding an action at the level of the Vice President for Student Services shall be filed with the Vice President for Student Services or his/her designated representative.

Section 6: STEP ONE. Upon receipt of the written grievance, the dean, director, Provost, or vice president or his/her designated administrative agent shall arrange a meeting to discuss the grievance with the grievant and, if requested by the grievant, with the appropriate representative of the Chapter, and, if the grievance originated in the department, with the chairperson. Additional persons may be present by mutual agreement. This discussion shall be completed within seven (7) calendar days after the required initiation notice is received and a written answer to the grievance

shall be given to the grievant by Western within fourteen (14) calendar days, wherever possible. If the grievance is satisfactorily adjusted, the adjustment will be signed by the parties. One (1) copy thereof will be given to the grievant, one (1) copy to the Chapter, and one (1) will be retained by Western.

Section 7: MEDIATION. Commencing no later than the start of Winter Semester 1988, a mediation option shall be made available to a grievant and to Western if a step one meeting and answer fails to resolve a grievance. By no later than September 15, 1987, the Provost shall name five (5) persons and the Chapter shall name five (5) persons to serve as members of mediation teams. These appointments shall expire January 1, 1991. These ten (10) persons shall constitute a mediation panel, which shall designate one Chapter appointee and one Provost appointee to serve as co-chairs. Additional appointments to the mediation panel may be made as necessary to replace original members. It is the intent of the parties to this agreement that all persons assigned prospective mediation duties shall receive, as a group, formal training in mediation processes and techniques.

Within seven (7) calendar days after the step one answer, the grievant or Western may ask for a mediation team to assist the parties in resolving a grievance. Such a request shall be made in writing to the Director of Collective Bargaining and the Chapter. Mediation of a grievance shall take place if one or both parties requests it in a timely manner. Promptly upon receipt of a request for mediation, the Director of Collective Bargaining and the Chapter shall jointly notify the co-chairs of the mediation panel. Promptly upon receiving notice of a request for mediation, the co-chairs shall jointly name a two-person mediation team from the panel to assist on the grievance. Each grievance mediation shall be conducted by a two-person mediation team composed of one member of the panel appointed by the Chapter and one member of the panel appointed by the Provost. Any member of a mediation panel may serve on more than one mediation team.

A mediation team shall have a period not to exceed fourteen (14) calendar days from the date it is notified by the co-chairs of the mediation panel of the request for mediation in which to effect a resolution between the grievant and Western. During that period, mediation teams shall have recourse to persons and information involved in the grievance and appropriate to a speedy resolution, such as would be available to the Chapter in a grievance matter. Mediation teams may meet with the parties separately or in a group. If a resolution occurs, both parties shall sign an agreement identifying the resolution. Beyond the request for mediation or a notice of the end of mediation prior to fourteen (14) calendar days, such a signed agreement shall be the only written product of the mediation process. Any personal notations or other records kept by mediation teams shall be protected from review or examination in any other process related to the grievance.

Mediation teams encourage the parties to a grievance to resolve their dispute and, in so doing, teams may try to identify and orally recommend to the parties possible resolutions for their consideration. Neither party shall be compelled in any way to accept a resolution recommended by a mediation team and such recommendations, if they do not result in resolution, shall not be a factor in further grievance proceedings, if such take place. A mediation

team, with notice to the parties in writing, may discontinue mediation prior to the end of the fourteen (14) calendar day mediation period if it appears to the team that further mediation is unlikely to be productive.

Section 8: STEP TWO. If the grievance is not adjusted in step one, or in mediation, the grievant or the Chapter may appeal the grievance to the second step of the grievance procedure, provided such appeal is sought in writing, signed by the grievant or the Chapter, sets forth the objection to the step one answer and, within seven (7) calendar days after receipt of the step one answer or of the end of mediation, is presented to the Director of Collective Bargaining.

TYPE 1 GRIEVANCE:

In the case of a grievance involving appointment, reappointment, termination, layoff, tenure, promotion, or dismissal for cause, the Director of Collective Bargaining shall conduct a hearing. This hearing shall be within seven (7) calendar days after the receipt of the request to have the grievance considered in step two and a written answer to the grievance shall be given to the grievant and the Chapter by the hearing officer within fourteen (14) calendar days of the close of the hearing, whenever possible.

TYPE 2 GRIEVANCE:

In the case of other grievances, the grievance shall be considered by a review board which shall consist of not more than three (3) persons designated by Western, including the Director of Collective Bargaining or his/her designee, who shall have authority to settle grievances, and an equal number of persons designated by the Chapter, including the Chapter's President or his/her designee, who shall have the authority to settle grievances. The Director of Collective Bargaining shall contact the Chapter's President or his/her designee to arrange a meeting of the board to discuss the grievance and the step one answer, which shall also be discussed with the grievant and such other persons as the board deems appropriate. The review board's discussions of a grievance shall be completed within fourteen (14) calendar days of the filing of a step two appeal, whenever possible, but this time limit may be extended by mutual written agreement.

If, after the board's discussion, the Director of Collective Bargaining and the Chapter's President or his/her designee agree that the grievance can be adjusted to the mutual satisfaction of the Chapter and Western, the adjustment will be reduced to writing and signed by the Chapter's President or his/her designee and Western's Director of Collective Bargaining, within fourteen (14) calendar days of the completion of the discussions. If the grievance is adjusted at step two, said adjustment shall be final and binding upon all parties. If an adjustment of the grievance is not reached, this fact shall be communicated to the grievant in writing by the Director of Collective Bargaining and the Chapter's President or his/her designee within seven (7) calendar days after the discussions are completed. If an adjustment is reached, this fact shall be communicated in the same manner within seven (7) calendar days after the signing of the written adjustment.

Section 9: STEP THREE - ARBITRATION. If the grievance has not been adjusted satisfactorily in the foregoing steps, the Chapter shall have the

right to make demand upon Western for arbitration of the dispute, provided such demand is made within forty-five (45) calendar days after receipt by the Chapter of Western's step two answer or within forty-five (45) calendar days after completion of the review board's discussion without adjustment. If such demand has not been made within such forty-five (45) calendar day period, the grievance will be considered to be withdrawn. If timely demand is made, Western and the Chapter will promptly join in submitting the dispute to arbitration according to the following procedures, and according to the Rules of the American Arbitration Association to the extent they are applicable given the following procedures.

The parties shall select an arbitrator from a rotating panel of arbitrators (See Appendix C for current membership of the panel). The arbitrators shall be placed on the panel list in alphabetical order. The first arbitrator selected shall be the arbitrator whose name is at the top of the list. After an arbitrator has heard a grievance for the parties, his/her name shall be placed at the bottom of the list. The arbitrator whose name is then at the top of the list shall hear the next grievance, and so on. If a selected arbitrator is not able to hear a grievance, his or her name shall remain in the same place on the list and the next arbitrator on the list shall be selected. This procedure shall continue until an arbitrator is selected. When an arbitrator is selected, the parties shall jointly ask the arbitrator to provide a hearing date (or dates) as soon as possible. If the arbitrator is unable to offer a hearing date within six (6) months of selection, the parties may, by mutual agreement, select the next arbitrator on the list, if that arbitrator is available to hear the grievance sooner.

If none of the arbitrators is available to hear a particular issue, the parties shall jointly request a list of seven (7) arbitrators from the American Arbitration Association. Upon receipt of this list, the parties shall alternately strike one name for the first arbitration in which the list is used. The Chapter shall strike the first name for the first arbitration in which the list is used. In subsequent uses of the list, the parties shall alternate in beginning the striking process. The remaining arbitrator on the list shall be the arbitrator. If the arbitrator is not able to hear the grievance, a second list shall be requested and the process shall be repeated.

The arbitrator shall have no authority to add to, subtract from, change or modify any of the terms or provisions of this Agreement or the past practices and policies hereinbefore defined, but shall be limited solely to the interpretation and application of the specific provisions contained herein and the past practices and policies hereinbefore defined. The arbitrator shall not render an opinion as to whether a bargaining unit member should or should not be appointed, reappointed, terminated, laid off, or be granted tenure or promotion, but shall be limited in his/her jurisdiction on these matters to determining whether the contractual procedures have been complied with.

However, in cases involving dismissal and discipline for cause under Article 21, the arbitrator shall render an opinion as to whether or not the dismissal or discipline was for cause; and, in cases involving termination for disability under Article 20, the arbitrator shall render an opinion as to whether or not the faculty member is disabled.

The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by Western and the Chapter. All other expenses will be borne by the party upon whose behalf they are incurred. The decision of the arbitrator shall be final and binding on all parties hereto.

ARTICLE 13. - ACADEMIC FREEDOM AND RESPONSIBILITY

The concept of academic freedom must be accompanied by an equally demanding concept of academic responsibility. The concern of Western and the Chapter for academic freedom safeguards must extend equally to requiring responsible service consistent with the goals of the University. The faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties, but research for pecuniary return must be based upon an understanding with Western. The faculty member is entitled to freedom in the classroom in discussing his/her subject, but he/she shall not introduce into his/her teaching controversial matter which has no relation to his/her subject.

As members of the community, the faculty have the rights and obligations of any citizen. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special positions in the community impose special obligations which should be evaluated in the light of their responsibilities to their disciplines, to their students, to their profession and to the University. As citizens engaged in a profession that depends upon freedom for its health and integrity, faculty have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom. Both the protection of academic freedom and the requirements of academic responsibility apply to all persons associated with the University who exercise teaching and/or other professional responsibilities.

ARTICLE 14. - APPOINTMENT AND REAPPOINTMENT OF FACULTY

In matters involving the appointment or reappointment of faculty, faculty members shall have the right to make relevant, germane and timely recommendations to the department chairperson. Such recommendations should be directed to the professional competence and performance of candidates, as well as to their potential personal and professional contributions to the University, and shall be made in accordance with the Departmental Policy Statement.

Final decisions concerning the appointment or reappointment of faculty shall be subject to the Grievance Procedure in this Agreement.

Section 1: TYPES OF APPOINTMENT. The Office of Academic Affairs at Western Michigan University presently offers the following types of appointment: (1) temporary (one-year); (2) term (two years); (3) tenure track; and (4) grant (one or two years).

(1) Temporary (one-year). These one-year terminal appointments, in most cases, are used for leave-of-absence or sabbatical leave replacements, last-minute situations, or other situations which are clearly temporary. Persons on temporary appointments have no entitlement to reappointment. The normal expectation is that persons on temporary appointments will not acquire another appointment type, although such persons on occasion may acquire a second or third one-year temporary appointment, if circumstances warrant. A total of three consecutive one-year temporary appointments is the maximum that will be approved.

(2) Term (two years). Term appointments are two-year appointments which are terminal at the end of the two years. Persons on term appointments may be reappointed to second two-year term appointments, but there is no entitlement to reappointment, and the possibility of reappointment shall depend upon the fulfilling of stated professionally-relevant stipulations and upon the following three conditions being met, all of which will be stated in the letter of appointment: 1) positive performance review of service under the appointment; 2) the availability of an appropriate position in the department at the end of the appointment; and 3) a sufficiently high priority for the position in the department's and the University's long-range staffing needs. If these conditions are met, reappointment may be approved for a second two-year term appointment. A total of two (2) two-year term appointments is the maximum that will be approved. In the event of a second-year or fourth-year decision not to reappoint a faculty member on a term appointment, an additional one-year (terminal-year) appointment may be recommended.

Persons on term appointment have no entitlement to a tenure-track appointment, although such persons frequently acquire a tenure-track appointment. The possibility of appointment to a tenure-track position shall depend upon the fulfilling of all stated professionally-relevant stipulations and upon the same three conditions listed in the preceding paragraph, all of which conditions shall be stated in the letter of appointment to the second term appointment.

(3) Tenure Track. Tenure track appointments are continuing probationary appointments made in accordance with Article 17. - Tenure.

(4) Grant (one or two years). One-year or two-year terminal appointments may be given to persons in grant-funded positions. The number of reappointments that will be approved shall not exceed the number of years that the position is grant-funded.

The Office of Academic Affairs will make no changes in the existing appointment types for members of the bargaining unit without first contacting the Chapter, explaining what is planned and why, and consulting with the Chapter on the proposed changes.

Section 2: INITIAL APPOINTMENTS. At the time of a formal offer of employment, Western shall advise the faculty member in writing of the terms and conditions of appointment as follows: the type of appointment, salary, credit for prior service (if any is granted) and length of probationary period (if appropriate for the appointment). Western shall provide the

newly-appointed faculty member with a copy of this Agreement and a copy of the approved Departmental Policy Statement. Western shall also inform the newly-appointed faculty member that the Chapter is the exclusive bargaining agent for the faculty. (See also: Tenure Article, Sections 4 and 5.)

Section 3: LETTERS OF APPOINTMENT. Rights and benefits of faculty members set forth in this Agreement shall be assimilated into and made part of any letter of appointment. In the event of conflict between the terms of a letter of appointment and the terms of this Agreement, the latter shall be controlling. This Agreement shall be referred to in letters of appointment issued to faculty members.

Section 4: MINIMUM TERMS. The Agreement states the minimum terms and conditions for employment or continued employment of a faculty member, and Western will not employ a faculty member on terms less favorable to him/her than those stated herein.

In the event Western wishes to employ a new faculty member on terms more favorable than those specified herein, it may do so. In cases involving a faculty member already employed by Western, Western may give salary increments for market considerations in addition to those increases otherwise provided in the contract. Such salary increments shall not be given for other reasons unless the agreement of the Chapter is obtained. When market increments are given to a faculty member already employed, Western will notify the Chapter of such action. The provisions above regarding market increments shall be subject to the grievance procedure.

Section 5: SALARY WHEN APPOINTMENT TYPE CHANGES. If a faculty member moves from a temporary appointment to a term or a tenure-track appointment, Western, at that time and at its sole discretion, may offer the faculty member a higher base salary.

Section 6: ALTERNATE TERMS. Nothing in this Article shall preclude Western and a faculty member from mutually agreeing to an alternate-academic-year appointment consisting of the Spring and Summer Sessions plus a Fall or Winter Semester. In departments whose Departmental Policy Statement provides for departmental recommendation on alternate-academic-year appointments, such departmental recommendation shall be sought by Western prior to finalization of the appointment. Western shall promptly notify the Chapter of each alternate-year appointment. Western will put in writing to the faculty member any agreements regarding the duration of the alternate-academic-year appointment.

In departments where faculty have agreed to alternate-academic-year appointments as an alternative to layoff, Western agrees, where programs and qualifications permit, to rotate such assignments. Department bargaining-unit faculty may recommend a rotation system. Faculty members who wish to remain on alternate-year assignments without rotation may do so.

ARTICLE 15. - NEPOTISM

Persons related by family or marriage may be employed by the University, provided such individuals meet and fulfill regular University employment standards. However, faculty or staff members shall neither participate in nor influence in any way institutional decisions involving a direct benefit (initial appointment, retention, promotion, salary, leave of absence, merit pay, etc.) to members of their families. In instances where a conflict of interest might occur under normal operating procedures, the responsibility for the decision will pass to an authorized representative of the next higher administrative level. Where other than normal operating procedures involving faculty are followed hereunder, the Chapter shall be notified in writing.

ARTICLE 16. - PROMOTION POLICY AND PROCEDURES

Section 1: STATEMENT OF PRINCIPLE. Western Michigan University recognizes the ranks of professor, associate professor, assistant professor and instructor. Promotion is the advancement of a faculty member from one of these ranks to the next higher. There shall be no restriction on the rank distribution in the University, in any college or division, or in any department, or in the number of promotions granted in any one year. The parties recognize that:

1. Promotion shall be based on merit, not solely on years of service.

2. Merit can be fairly assessed only after a faculty member has spent a reasonable period of time in a particular rank.

3. Only those faculty with tenure or on tenure-track appointment and those on grants or outside funding are eligible for promotion to associate professor or professor. Any faculty member who has been an instructor for at least three (3) consecutive years is eligible for promotion to assistant professor.

4. Promotion considerations shall be conducted using the thorough and fair procedures provided for in this Article.

Two categories of criteria shall be considered in promotion decisions--qualifying and judgmental.

Section 2: QUALIFYING CRITERIA. To be eligible for consideration for promotion, a faculty member must meet minimum qualifying standards in educational attainment and number of years in rank. Exceptions to these criteria are possible, as specified below.

1. EDUCATIONAL ATTAINMENTS. In most disciplines the earned doctorate constitutes the conventional terminal degree. However, in those disciplines in which the doctorate is not normally required, appropriate alternate criteria must be determined and approved as follows:

a. Departments shall submit their proposed criteria developed in accord with the Departmental Policy Statement in conformance with those procedures outlined in Article 22, Faculty Participation in Departmental Governance. The appropriate chairperson, dean and the Provost shall be responsible for insuring the basic equivalence among departments of educational attainment criteria, and their adherence to the general guidelines of the policy.

b. The department's approved criteria will be official departmental policy and shall become part of the Departmental Policy Statement.

2. LENGTH OF SERVICE IN RANK. Length of service in rank refers to the number of years that a faculty member has spent in his/her present rank. Faculty service at the same or higher rank at other educational institutions may be included, except that it is limited to a maximum of seven (7) years. Such prior service credit shall be determined at the time of initial appointment and included in the initial appointment letter. To be eligible for promotion to assistant professor, a faculty member shall have been an instructor for at least three (3) years. To be eligible for promotion to associate professor, a faculty member shall have been an assistant professor for at least five (5) years. To be eligible for promotion to professor, a faculty member shall have been an associate professor for at least seven (7) years.

3. EXCEPTIONS. Exceptions to the requirements of educational attainment and length of service in rank may be requested by a faculty member from his/her departmental promotion committee.

4. ELIGIBILITY. Meeting these qualifying criteria establishes eligibility, but does not assure either immediate or eventual promotion. All faculty eligible for promotion shall be notified of such eligibility by the department chairperson by November 15.

Section 3: JUDGMENTAL CRITERIA. No later than January 15 (or earlier if so provided in an approved Departmental Policy Statement) all faculty who are eligible for promotion on the basis of qualifying criteria and who wish to be evaluated for promotion by the department shall submit their promotion files to their departmental promotion committee. A faculty member who is eligible for promotion in a given year but who does not submit his or her file shall be removed from consideration for promotion during the said year. The promotion files when submitted shall contain at least the faculty member's current vita, as well as any additional materials called for by this contract and by an approved Departmental Policy Statement and/or requested by evaluators. Areas to be evaluated include professional competence, professional recognition, and professional service achieved in the present rank. Each department may publish in its Departmental Policy Statement the relative importance of any or all achievements and activities on which it places value. Criteria specified in this section and in approved Departmental Policy Statements shall be used in making promotion recommendations.

1. PROFESSIONAL COMPETENCE. Competence in teaching is an absolute necessity for promotion for teaching faculty. Therefore, although student evaluations are intended primarily for use in faculty self-improvement, summaries of such evaluations shall be included and considered in all promotion decisions. Insofar as they pertain to teaching competence, efforts by the faculty member at curriculum development, teaching innovations, and continuing self-education shall be included in the evaluation. Competence in performance of other professional duties appropriate to certain disciplines is correspondingly an absolute necessity for the promotion of faculty whose primary responsibility is other than teaching.

2. PROFESSIONAL RECOGNITION. Professional recognition comes in many forms and may vary with the faculty member's discipline. In all fields, research, publication, and/or evidence of creative work are considered valuable. Consequently, the publication of scholarly books, monographs and articles should be recognized. In the areas of literature and the fine and performing arts, creative artistic production is also a primary vehicle for achieving professional recognition. In many fields, external consultation and work with colleagues and advanced graduate students on research and scholarly projects are appropriate bases for recognition. In addition, holding office in national and state professional associations and contributing papers or services to such organizations are worthy of professional recognition.

3. PROFESSIONAL SERVICE. Professionally-relevant service to the department, the University and the community, and meaningful service to the Chapter shall contribute to favorable consideration for promotion.

4. REVIEW OF ADDITIONAL JUDGMENTAL CRITERIA. If departments wish to propose additional or more particular judgmental criteria, they shall be developed in accord with the procedures employed in establishing the Departmental Policy Statement. If approved, such additional criteria will be official departmental policy and shall become part of the Departmental Policy Statement.

5. APPLICATION OF JUDGMENTAL CRITERIA. In considering candidates for promotion, professional competence, professional recognition, and professional service are all important. A faculty member whose major achievement is outstanding success as a teacher may be promoted to assistant or associate professor. Similarly, a faculty member whose primary responsibility is other than teaching who achieves outstanding success in his/her primary non-teaching capacity may be promoted to assistant or associate professor. A competent faculty member whose major achievement is outstanding professional recognition may be promoted to assistant or associate professor. For promotion to full professor, a faculty member must be a competent professional: (a) who has achieved outstanding professional recognition, or (b) who has gained substantial professional recognition and has rendered significant professional service.

Section 4: Departmental faculty members shall have the right and responsibility to make recommendations, with supporting data, for promotions of colleagues according to the Departmental Policy Statement and in accordance with the established criteria and timetable. Within the guidelines contained herein, it is the responsibility of the faculty of each department to determine: (a) the evaluation methods to be used; (b) the procedures to be followed; and (c) that promotion evaluations are conducted and the results transmitted, in a timely fashion, to the persons evaluated and to those individuals and groups entitled to make promotion recommendations.

The department chairperson shall notify faculty of their promotion eligibility not later than November 15.

All eligible department faculty members who are recommended for promotion shall be recommended in rank order by the department in accordance with contractual criteria. The names of faculty members who are not recommended for promotion shall not be rank-ordered. This rank-ordered list and the names of persons not recommended shall be forwarded no later than February 15 to the department chairperson and the College Promotion Committee along with all supporting data. To allow affected faculty to appeal to the Departmental Promotion Committee (DPC), the DPC chairperson shall provide written notification to each affected faculty member of the DPC's positive recommendation and ranking or negative recommendation prior to the February 15 deadline for transmittal to the department chairperson and the College Promotion Committee (CPC). This notice shall, in the case of a negative recommendation, advise the affected faculty member of the areas in which his/her professional performance was found to be insufficient for promotion. Department promotion committees shall include in their considerations material submitted by candidates and appropriate evidence solicited from and/or submitted by other sources. Candidates may have their names removed from the promotion process at this or any other time.

Section 5: COLLEGE PROMOTION COMMITTEES: MEMBERSHIP. CPCs shall be established in each college (exclusive of the Graduate College). The College of Arts and Sciences shall have one (1) CPC for each of its three divisions: humanities, natural sciences and social sciences. Each CPC shall be composed of one representative from each department elected by the department faculty. Each CPC shall elect its own chairperson.

Section 6: COLLEGE PROMOTION COMMITTEES: ELECTION PROCEDURES. Committee members shall serve three-year terms. Terms shall expire on November 1. Departments whose representative's term expires on November 1 shall nominate and elect a replacement by November 15 of the same year. The election is subject to administrative review regarding interest representation.

Section 7: COLLEGE PROMOTION COMMITTEES: RESPONSIBILITIES. The College Promotion Committee shall consider all promotion recommendations received from departments and present its rank-ordered list of recommendations along with supporting data to the dean no later than March 15. The names of faculty members who are not recommended shall not be rank ordered, but shall be presented to the dean along with supporting data. To allow affected faculty to appeal to the CPC, the CPC chairperson shall provide written notification to each affected faculty member of the CPC's positive

recommendation and ranking or negative recommendation prior to the March 15 deadline for transmittal to the dean. This notice shall, in the case of a negative recommendation, advise the affected faculty member of the areas in which his/her professional performance was found to be insufficient for promotion. The CPC may review and recommend administrators for promotion, but such candidates shall not be included in the rank-ordered lists of unit faculty.

Section 8: TIMETABLE. The timetable for consideration of promotions shall be as follows:

NOVEMBER 15 - Latest date for department chairperson to notify faculty of promotion eligibility.

JANUARY 15 - No later than January 15 department chairpersons shall convene the first meeting of the departmental promotion committee. No later than January 15 (or earlier if so provided in an approved Departmental Policy Statement) all eligible faculty members who wish to be considered for promotion shall submit their promotion files to their departmental promotion committees.

FEBRUARY 15 - Recommendations, presented in priority order, and the names of persons not recommended, with supporting data, shall be presented to the department chairperson and the CPC no later than February 15 (see Section 10 - APPEALS).

FEBRUARY 15 - Anytime after the receipt of the departmental promotion committee data but, in any event, no later than February 15, the dean shall convene the first meeting of the CPC.

MARCH 15 - The chairperson shall present the departmental faculty's priority listings of persons recommended and the names of persons not recommended, with his/her separate recommendations appended, with supporting data, to the dean no later than March 15. The CPC shall present its recommendations, in priority order, and the names of persons not recommended, with supporting data, to the dean no later than March 15 (see Section 10 - APPEALS).

APRIL 15 - No later than April 15, the dean shall present the priority listings of persons recommended and the names of persons not recommended by the departmental faculty, the CPC, and the chairpersons, with his/her separate recommendations appended, with the promotion checklist, to the Office of Academic Affairs (See Section 10 - APPEALS). Additional supporting materials need not be forwarded to Academic Affairs but may be retained in the College until the promotion review is complete and shall be made available to the Provost upon special request.

JUNE - the recommendations of the Provost shall be submitted to the regular monthly meeting of the Board of Trustees in June (see Section 10 - APPEALS).

Section 9: UNAFFILIATED ACADEMIC UNITS. The Provost shall ascertain that procedures incorporating the principles set forth in this Article are employed in those academic units not affiliated with a college.

Section 10: APPEALS. A faculty member who is not recommended by the DPC, the CPC, the chairperson or the dean shall be advised in writing, when he/she is notified of the negative recommendation, of the areas in which his/her professional performance was found to be insufficient for promotion and may appeal the negative recommendation. A faculty member who is recommended shall not have the right to appeal his/her ranking. Appeals to a DPC and the CPC shall be in accordance with policies which shall be developed by the DPCs and CPCs and approved by the Office of Academic Affairs in accordance with Article 22. Prior to the March 15 deadline for transmittal of promotion data to the deans, chairpersons shall inform each affected faculty member of the positive recommendation and ranking or the negative recommendation of the chairpersons, so that faculty who are not recommended may appeal to the chairperson before the chairperson's recommendations are submitted to the deans. Prior to the April 15 deadline for transmittal of promotion data to the Academic Affairs office, deans shall inform each affected faculty member of the positive recommendation and ranking or the negative recommendation of the deans, so that faculty who are not recommended may appeal to the dean before the final lists are submitted to Academic Affairs.

If the Provost reverses an affirmative recommendation of the CPC or dean, he/she shall provide written notification to the faculty member, the chairperson and the dean before presenting the recommendation to the Board of Trustees. The notice to the faculty member shall advise him/her of the areas in which his/her professional performance was found to be insufficient for promotion. At the faculty member's request, a conference shall be held with the Provost to discuss his/her decision and whether or not a reevaluation should be conducted.

Section 11: IMPLEMENTATION. Promotions approved by the Board of Trustees and the subsequent salary increase shall normally be effective on July 1 for fiscal year faculty and with the beginning of the Fall Semester for academic year faculty.

Section 12: In cases involving the denial of promotion by the Board of Trustees, the departmental faculty shall have the right to make a recommendation to the Office of Academic Affairs, within ten (10) days of the Board's action. Western shall have the responsibility for the final decision.

Section 13: Final decisions concerning promotion shall be subject to the Grievance Procedure in the Agreement.

Section 14: Copies of all guidelines supplied by the Office of Academic Affairs to department and college committees shall be sent to the Chapter.

ARTICLE 17. - TENURE POLICY

Section 1: DEFINITION OF TENURE. Academic tenure defines the character of faculty appointment at Western Michigan University as continuous until resignation, retirement, termination for disability, dismissal for cause, or expiration of the recall period in the event of layoff, during which period the laid off faculty member has the rights provided in Article 23, Layoff and Recall.

Section 2: STATEMENT OF PRINCIPLE. In awarding tenure, the University expresses its commitment to assuring academic freedom and to recognizing and rewarding professional achievement. The acceptance of tenure expresses the long-range commitment of the faculty member to the enhancement of University programs and the academic quality of the institution. In recognition of these commitments and of the effects of tenure decisions upon the nature of the institution, the quality and diversity of its programs, and its ability to maintain academic quality through periods of change, it is essential that tenure review be thorough, fair and in accord with clearly-stated criteria. Two categories of criteria shall be considered in tenure decisions: qualifying and judgmental.

Section 3: QUALIFYING CRITERIA. To be eligible for consideration for tenure, a faculty member must meet qualifying standards in employment status and probationary service. Only those faculty serving on a tenure-track Board appointment are eligible for tenure. When faculty in other appointment categories acquire a tenure-track Board appointment, allowance shall be made for prior experience in relation to its appropriateness to the new appointment, subject to the approval of the Provost. Meeting the qualifying criteria establishes eligibility but does not assure attainment of tenure. Faculty eligible for tenure consideration shall be so notified by department chairpersons by November 15.

Any person whose appointment is dependent upon grant or contract funds is normally not eligible for tenure. A person who is eligible shall be notified of this in writing at the time of appointment.

Section 4: PROBATIONARY PERIOD. Faculty members shall serve a probationary period which shall not exceed six (6) consecutive years of full-time tenure-track appointment or the equivalent thereof.

a. Prior Service. Generally, allowance will be made for full-time service at the rank of instructor or higher at Western or in other accredited institutions of higher learning. When a faculty member on a term appointment acquires a tenure-track Board appointment, allowance will be made on a year-for-year basis for service on the term appointment, unless the faculty member requests that less credit be granted and the request is approved by the Provost. Allowance may be made for other appropriate and comparable professional service. Allowance for prior service in either instance or both combined shall not exceed four (4) years. The exact number of years remaining in the probationary period at Western shall be stipulated in writing by the Provost at the time of initial tenure-track appointment.

b. Leaves of Absence and Layoffs. A leave or leaves of absence or lay-off period totaling two (2) years or less shall not void the continuity of the probationary period. A maximum of one (1) year's leave may be counted toward completion of the probationary period, provided that written approval is given by the department chairperson, the dean, and the Provost at the time the leave is granted.

c. Early Final Review. Under exceptional circumstances, a faculty member may request an early final tenure review. If the departmental unit faculty, departmental chairperson, dean of the college, and the Provost approve the request, such early review shall take place. The review shall follow the same procedures as those used in a normal final tenure review. Except where an early review reveals serious deficiencies in the performance of a faculty member, a negative decision shall be without prejudice to the later, regularly-scheduled review. As in all cases where serious deficiencies become apparent, the department should consider recommending termination of the faculty member.

Section 5: SPECIFICATION OF REQUIREMENTS RELATING TO TENURE. At the time of initial tenure-track appointment (or at the time faculty members on other appointment status acquire a tenure-track Board appointment), the probationary faculty member shall be advised in writing by the Provost of University criteria and procedures employed in decisions affecting tenure as provided in the collective bargaining agreement. With the approval of the Provost, the department or college may also stipulate in writing any additional criteria and/or departmental requirements.

Section 6: CRITERIA FOR TENURE EVALUATIONS. Probationary faculty shall be evaluated for tenure on the basis of the following criteria. Each department faculty may in the Departmental Policy Statement develop and make known to its members the departmental guidelines for the application and relative importance of the tenure criteria as found in the Departmental Policy Statements.

Departmental needs have traditionally been considered in tenure decisions and the particular skills, expertise and accomplishments of the faculty member as they relate to the needs of the department shall continue to be considered.

1. PROFESSIONAL COMPETENCE. Professional competence is an absolute necessity for the awarding of tenure to faculty. Competence in teaching is an absolute necessity for awarding tenure to teaching faculty. Therefore, although student evaluations are intended primarily for use in faculty self-improvement, summaries of such evaluations shall be included and considered in all tenure decisions. Insofar as they pertain to teaching competence, efforts by the faculty member at curriculum development, teaching innovations, and continuing self-education shall be included in the evaluation. Competence in performance of other professional duties appropriate to certain disciplines is correspondingly an absolute necessity for awarding tenure to faculty whose primary responsibility is other than teaching.

2. PROFESSIONAL RECOGNITION. Professional recognition comes in many forms and may vary with the faculty member's discipline. In all fields, research, publication, and/or evidence of creative work are considered valuable. Consequently, the publication of scholarly books, monographs and articles should be recognized. In the areas of literature and the fine and performing arts, creative artistic production is also a primary vehicle for achieving professional recognition. In many fields, external consultation and work with

colleagues and advanced graduate students on research and scholarly projects are appropriate bases for recognition. In addition, holding office in national and state professional associations and contributing papers or services to such organizations are worthy of professional recognition.

3. PROFESSIONAL SERVICE. Professionally-relevant service to the department, the University, and the community, and meaningful service to the Chapter shall contribute to favorable consideration for tenure.

While these three (3) criteria constitute the minimum University requirements, departments may propose additional or more particular requirements. If departments wish to propose additional or more particular requirements, these shall be developed in accord with the procedures employed in establishing the Departmental Policy Statement.

Section 7: TENURE REVIEW PROCESS. Based on the criteria and procedures specified in this Agreement, the qualifications and performance of each probationary faculty member shall be reviewed by Western during the second, fourth, and sixth years of his/her appointment, or, if the probationary period is less than six (6) years, during alternate years concluding with the final probationary year. The probationary faculty member shall receive a copy of the review written by the chairperson.

Individual departments may conduct more frequent intermediate tenure reviews.

Tenure reviews are cumulative--each subsequent review committee must consider the recommendations of earlier committees. Each tenure recommendation should explicitly state whether it is a positive or a negative recommendation.

Section 8: Departmental faculty members shall have the right and responsibility to make recommendations, with supporting data, concerning the award or denial of tenure to their colleagues according to the Departmental Policy Statement and in accordance with the established criteria and timetable.

Within the guidelines contained herein, it is the responsibility of the faculty of each department to determine: (a) the evaluation methods to be used; (b) the procedures to be followed; and (c) that tenure evaluations are conducted and the results transmitted, in a timely fashion, to the persons evaluated and to those individuals and groups entitled to make tenure recommendations.

It is the responsibility of each department faculty group to develop its own procedures for making timely recommendations to the department chairperson and the dean in accordance with the procedures employed in establishing the Departmental Policy Statement. These procedures shall contain a provision allowing candidates who receive a negative recommendation to appeal to the tenure committee prior to the committee's presentation of recommendations to the chairpersons and dean. A faculty member who receives a negative recommendation from the faculty group shall be advised in writing of the areas in his/her professional performance that were found inadequate by the faculty group. Faculty tenure committees shall include in their

consideration material submitted by candidates, reviews by prior evaluation committees, and/or appropriate evidence solicited from and/or submitted by other sources.

Section 9: UNAFFILIATED ACADEMIC UNITS. The Provost shall ascertain that procedures incorporating the principles set forth in this Article are employed in those academic units not affiliated with a college.

Section 10: TIMETABLE. The timetable for consideration of tenure shall be as follows:

NOVEMBER 15 - Latest date for department chairpersons to notify faculty eligible for tenure considerations. Latest date for department chairpersons to convene the first meetings of the departmental tenure committees.

JANUARY 15 - Recommendations by those committees, together with supporting data, shall be presented to the department chairpersons no later than January 15 (see Section 11, APPEALS).

FEBRUARY 10 - The recommendations of the departmental committees with the separate recommendations of the chairpersons appended, with supporting data, shall be presented to the deans no later than February 10 (see Section 11, APPEALS).

MARCH 10 - No later than March 10, the deans shall present the recommendations of the departmental committees and of the chairpersons, with the deans' separate recommendations appended, with supporting data, to the Office of Academic Affairs (see Section 11, APPEALS).

APRIL 10 - No later than April 10, the President or his/her designee shall receive tenure recommendations from the Provost. The President or his/her designee shall submit tenure recommendations to the Board of Trustees at their next regular meeting. Sole power to confer tenure rests with the Board of Trustees, which awards tenure by official action approving the President's tenure recommendations. Under no circumstances shall tenure be acquired by default.

Section 11: APPEALS. Appeals to a departmental committee shall be in accordance with policies developed by the faculty committees and approved by the Office of Academic Affairs in accordance with Article 22. Prior to the February 10 deadline for transmittal of recommendations to the dean, chairpersons shall provide written notification to affected faculty members of the recommendation of the chairperson, so that faculty who are not recommended may appeal to the chairperson before the chairperson's recommendations are transmitted to the dean. The chairperson's letter shall advise a faculty member who is not recommended of the areas in his/her professional performance that were found to be inadequate. Prior to the March 10 deadline for transmittal of recommendations to the Academic Affairs office, deans shall provide written notification to affected faculty members of the recommendations of the dean, so that faculty who are not recommended may appeal to the dean before the final list is submitted to Academic Affairs. In the same letter, deans shall advise a faculty member who is not

recommended by the dean of the areas in his/her professional performance that were found to be inadequate.

If the Provost reverses an affirmative tenure recommendation of the departmental committee, chairperson or dean, he/she shall provide written notification to the faculty member, the chairperson, and the dean. The notice to the faculty member shall advise him/her of the areas in which his/her professional performance was found to be inadequate. At the faculty member's request, a conference shall be held with the Provost to discuss the situation. If Western determines that new evidence presented at the conference could result in a reversal of a negative decision, a reevaluation shall be initiated.

Section 12: NOTIFICATION OF THE AWARD OF TENURE. Following action by the Board of Trustees, faculty members who are awarded tenure shall receive timely written confirmation thereof.

Section 13: Final decisions made by Western shall be subject to the Grievance Procedures in this Agreement.

Section 14: Nothing contained in this Agreement shall be construed to prohibit the Board of Trustees from conferring academic rank and tenure upon persons occupying administrative positions.

ARTICLE 18. - EVALUATION OF FACULTY

Section 1: PURPOSE. Evaluation of competence in teaching and other professional endeavors shall be used to identify and reward the capable faculty member and to improve the quality of the University. Periodic evaluation of professional competence and performance (i.e., teaching and/or professional duties appropriate to certain disciplines, functions or units) will be conducted, the results of which are to be used for the purposes of: (a) improving the quality of instruction and/or the quality of the other professional duties and services rendered; (b) identifying and rewarding individual meritorious performance; and (c) assisting those responsible for making personnel recommendations by providing regular, reliable, and comparable data for comparable groups.

Section 2: STUDENT EVALUATION OF FACULTY. Student evaluations shall be conducted in every class taught by a unit faculty member in at least one semester of each academic year. Student evaluations of teaching competence shall function primarily as means to faculty self-improvement. Summaries of those evaluations shall be included in all promotion, reappointment, merit, and tenure recommendations, together with such other evaluations of teaching competence as may be employed and made available. Western agrees to consider all the evidence of teaching competence that is presented in evaluating teaching faculty.

Section 3: FACULTY EVALUATION GROUPS. Evaluations of faculty by their peers may be conducted in addition to those called for in other portions of this Agreement. When faculty members conduct such evaluations of their peers, the following guidelines shall apply: (a) each evaluation group may

provide for student or client evaluation or, where applicable, evaluations from those persons directly affected by the professional performance of the persons being evaluated; (b) each evaluation group may provide for peer evaluation; (c) external evaluation by professional colleagues is encouraged in appropriate circumstances; (d) self-evaluation, while not required, is strongly recommended. Additional criteria and procedures for evaluation by faculty of faculty shall be developed in accordance with the Departmental Policy Statement and, where applicable, shall become part of the Departmental Policy Statement.

Section 4: ACCESS TO COMPUTER CENTER. To administer these evaluations, the appropriate faculty committee shall have, without cost to them, access to and use of Testing Services and the Computer Center.

Section 5: EVALUATION OF FACULTY. In addition to the evaluations called for in other portions of this Agreement, Western may from time to time, as it deems appropriate, conduct reviews of professional performance (i.e., teaching, research, publication, creative work, service, and contribution to the department and the University, and other professional duties appropriate to certain disciplines, functions or units) of faculty members.

Section 6: EVALUATION OF FACULTY ON TERM (TWO-YEAR) APPOINTMENTS. The professional performance and competence of faculty members on term (two-year) appointments shall be evaluated in at least the second year of each two-year appointment. The criteria, procedures and timetables for these reviews shall generally be the same as those provided for in the Tenure Article of this Agreement for reviews of probationary faculty on tenure-track appointment, although faculty on term appointments shall not be eligible for tenure consideration or tenure until such time as they may, at the sole discretion of the University, be placed on tenure-track appointment, and shall not acquire any rights relating to tenure-track appointment or tenure by virtue of this Article.

Section 7: For the purpose of continued self-development, bargaining-unit faculty may request faculty in their departments to evaluate them, and departmental faculty may conduct such evaluations using contractual criteria and in accordance with the Departmental Policy Statement. Results of such evaluations shall be delivered only to the faculty member being reviewed.

ARTICLE 19. - FACULTY EVALUATION OF ADMINISTRATION

Bargaining unit faculty may evaluate chairpersons and deans, and this provision is intended to encourage bargaining-unit faculty, on their initiative, to conduct such evaluations on a regular basis. When department faculty and/or the Chapter conduct evaluations of administrators, including chairpersons and deans, the results of such evaluations shall be transmitted to the person being evaluated and may be forwarded to those who make personnel decisions concerning such administrators. Evaluations of chairpersons and deans conducted and forwarded by department faculty shall be considered when Western evaluates the performance of the chairpersons and deans.

ARTICLE 20. - TERMINATION

Section 1: TERMINATION OF PROBATIONARY FACULTY. Subject to the terms of this Agreement Western may terminate faculty serving on probationary appointment. If it is determined that the tenure-track appointment of a probationary faculty member should be terminated, written notice of termination shall be given by the Provost according to the following schedule:

1. Not later than February 7 for a faculty member serving in the first year of a six- (6-) year probationary period, or, if the appointment did not coincide with the start of an academic year, at least three (3) months prior to the date of termination of the appointment.

2. Not later than December 15 for a faculty member serving in the first year of a five- (5-) year probationary period or for a faculty member serving in the second year of a six- (6-) year probationary period, or, if the appointment did not coincide with the start of an academic year, at least six (6) months prior to the date of termination of the appointment.

3. Not later than twelve (12) months prior to the date of the termination of the tenure-track appointment for all other probationary faculty members.

In cases involving the denial of tenure or the termination of probationary faculty, the departmental faculty shall have the right to make a recommendation to Western in writing. If such recommendation is not accepted, the departmental faculty may make a second recommendation within sixty (60) days. Western shall have the responsibility in each instance for the final decision.

Final decisions concerning the termination of a probationary faculty member shall be subject to the Grievance Procedure of this Agreement.

Section 2: TERMINATION FOR DISABILITY. A faculty member may be terminated by Western whenever he or she is unable for a period of two consecutive academic years, by reason of a health disability, to perform satisfactorily the usual and customary duties for which he or she was employed. During this two-year period, Western will consider reassignment and retraining before making a decision to terminate the employee.

Before a faculty member can be so terminated, he or she must be notified of the action proposed, supplied with a general summary of the evidence of the disability, and offered an opportunity to consult with the administrative officer who proposed to terminate for such a reason. A copy of such notification and general summary shall be sent to the Chapter at that time.

If, after such consultation, the disability is disputed by the faculty member, he or she shall be given an opportunity to respond fully with all relevant evidence concerning the issue of disability. The faculty member shall have the option of assistance by another faculty member and/or by legal counsel.

Following consultation and response, the decision-maker shall determine whether the faculty member should be terminated for disability. A decision to terminate shall be made only if the evidence clearly and convincingly establishes the faculty member's disability.

The faculty member may have the decision to terminate reviewed only upon request in writing filed with the Provost. Such request shall be filed within ten (10) working days of the faculty member's receipt of the decision to terminate. A copy shall be forwarded to the Chapter immediately after receipt by Western.

Review will first be made by a hearing committee, consisting of five (5) members appointed by the President of Western from a panel of ten (10) faculty members nominated by the Chapter. The hearing committee shall, within thirty (30) days from the date of the faculty member's request, file its recommendations, its reasons and the evidence relied upon with the Office of the President. A copy shall be forwarded to the Chapter immediately and to the faculty member.

The President shall review the evidence and the hearing committee's recommendations, and shall render a decision in writing, setting forth the reasons and the evidence relied upon. A copy shall be forwarded to the faculty member and the Chapter. The decision of the President shall be final unless the faculty member files in the Office of the President within ten (10) working days of receipt of the President's decision a request for further review by the Board of Trustees.

Upon receipt of such a request the President shall, within thirty (30) days, file with the Board of Trustees the evidence and all decisions and recommendations made in the case.

The decision of the Board of Trustees, after review of the material thus submitted, shall be final.

Final decision concerning the termination of faculty for disability shall be subject to the Grievance Procedure in this Agreement.

ARTICLE 21. - DISMISSAL AND DISCIPLINE FOR CAUSE

Section 1: DISMISSAL

A. NOTICE AND CONFERENCE. When reason arises to consider the dismissal for cause of a tenured faculty member, the appropriate administrators shall notify the faculty member in writing of the preliminary charges. The faculty member shall be invited in the same communication to attend a conference to discuss the charges with the appropriate administrators, and shall be advised of the time, date, and place scheduled for the conference. If the faculty member finds it is impossible to attend the conference as scheduled, he/she shall immediately notify the appropriate administrator, so that the conference may be rescheduled for a date no more than five (5) days later than the original date. The faculty

member shall have the right to bring his/her Union representative to the conference. The faculty member may waive the conference by written request or by failure to attend.

After the conference or after the conference is waived, the appropriate administrators shall either: (a) dismiss the charges; (b) modify the charges; (c) confirm the charges. The faculty member shall be notified in writing of the action within five (5) days of the conference.

B. REQUEST FOR REVIEW. Within ten (10) days of the receipt of confirmed or modified charges, the faculty member may request in writing of the appropriate administrator a review of the facts resulting in the charges by a committee of his/her peers. If so requested, a committee of five (5) members shall be appointed by the University President from a list of ten (10) persons holding academic rank and tenure, nominated by the Chapter. Vacancies on the committee shall be filled by the University President from that list. The committee shall name its own chairperson at the initial meeting, which will be called by the President of the University. No individual who has participated directly in any decision on the issue which has given rise to the grievance shall be eligible to serve on the committee when it hears the case.

C. REVIEW COMMITTEE. The committee shall be named within five (5) days of the faculty member's request and shall meet no later than five (5) days from the date it is named. The faculty member may submit to the committee a written response to the charges against him/her. The committee shall proceed by considering the charges and the faculty member's written response, if any. The committee, in consultation with the Provost and the faculty member, shall exercise its judgment as to whether the hearing should be public or private. If any facts are in dispute, the testimony of witnesses and other evidence concerning the matters in dispute shall be received.

The Committee shall determine the order of proof and may conduct the questioning of witness and, if necessary, shall secure the presentation of evidence important to the case.

The faculty member shall have the option of assistance by another faculty member and/or by legal counsel of his/her choice. The faculty member shall have the aid of the committee and Provost when needed in securing the attendance of witnesses. The faculty member and the Provost or the latter's representative shall have the right to question all witnesses who testify at the hearing either in person or through counsel of choice. All of the evidence shall be duly recorded. It shall not be necessary to follow formal rules of evidence. The committee's review shall be completed within ten (10) days of the first meeting.

D. COMMITTEE RECOMMENDATION. The committee shall reach its recommendation in conference on the basis of evidence adduced in the hearing. Its recommendation shall be presented in writing to the President, the faculty member and the Chapter no later than five (5) days after the close of the hearing.

E. PRESIDENT'S DECISION. The President, after first duly considering the committee's recommendation, shall decide whether or not the faculty member shall be dismissed. He/she shall set forth in writing the decision and reasons for it. The committee, the faculty member and the Chapter shall receive copies.

Section 2: DISCIPLINE

A. NOTICE AND CONFERENCE. When reason arises to consider the discipline for cause of a faculty member (except for dismissal for cause of a tenured faculty member, which is provided for above), the appropriate administrators shall notify the faculty member in writing of the preliminary charges and the proposed discipline. The faculty member shall be invited, in the same communication, to attend a conference to discuss the charges and the proposed discipline with the appropriate administrators, and shall be advised of the time, date, and place scheduled for the conference. If the faculty member finds it is impossible to attend the conference as scheduled, he/she shall immediately notify the appropriate administrator, so that the conference may be rescheduled for a date no more than five (5) days later than the original date. The faculty member shall have the right to bring his/her Union representative to the conference. The faculty member may waive the conference by written request or by failure to attend.

B. DECISION. After the conference or after the conference is waived, the appropriate administrators shall either: (a) dismiss the charges; (b) modify the charges and/or the discipline; or (c) confirm the charges and the discipline. The faculty member shall be notified in writing of the action within five (5) days of the conference.

Section 3: HANDLING OF EVIDENCE

A. In cases where documentary evidence--not in the personnel file--exists at the time of the initiation of dismissal or discipline proceedings, the material shall be handled as follows:

1. A copy of the material shall be sent to the faculty member with the written notice of the preliminary charges;

2. The conference to discuss the charges shall be set for a date at least two weeks from the notice, in order to give the faculty member the opportunity to review and to respond to the material;

3. The faculty member may respond to the material prior to the conference, at the conference, after the conference, or not at all;

4. After the conference, the material shall be handled in the following way:

   a. If the charges are dismissed, the material shall be discarded;

   b. If the charges are modified or confirmed, the material shall be placed in the personnel file.

B. In cases where documentary evidence exists and is in the personnel file at least two weeks prior to the initiation of dismissal or discipline proceedings, number A1, 2 and 4 do not apply.

C. In cases where documentary evidence--which was not in the possession of Western at the time of the initiation of dismissal or discipline proceedings comes into existence or into Western's possession in the course of the proceedings, Western shall, before using the material in the proceedings, give a copy of the material to the faculty member. At the request of the faculty member, the proceedings may be adjourned for a time mutually agreed upon by the parties not to exceed two (2) weeks to allow for review of the materials and for response, if the faculty member chooses to respond.

D. In all cases, it is understood that testimony may be presented by either party--i.e., all evidence need not be documentary.

Section 4: GRIEVANCE. Final dismissal and discipline decisions made by Western under this Article shall be subject to the Grievance Procedure in this Agreement.

ARTICLE 22. - FACULTY PARTICIPATION IN DEPARTMENTAL GOVERNANCE

Section 1: STATEMENT OF PRINCIPLE. By virtue of their command of their disciplines, University faculty have as a unique resource the abilities to assist in the governance of the departments in which they will exercise their respective disciplines. Faculty, therefore, should participate in the governance of their departments in order to create and maintain harmonious relationships among colleagues, and to fashion and maintain the departments in such a way as to make them maximally appropriate for instruction, research, service, and other professional activities of the disciplines. Fundamentally, what is desirable and what is intended by the sections that follow is to insure meaningful participation by departmental faculties, with the ultimate power of decision-making by Western, but with an assurance of procedural regularity and fair play.

Section 2: AREAS OF FACULTY PARTICIPATION IN DEPARTMENTAL GOVERNANCE. Except as otherwise provided in this Agreement, each departmental faculty shall determine, at regular or special department meetings, which areas of governance are to be participated in by the faculty in the department. The right of departmental faculty to convene for such governance meetings shall in no way infringe on the department chairperson's right to convene department meetings. Each department shall have a Departmental Policy Statement which shall include policies and procedures for the making of recommendations to Western concerning tenure and promotion, appointments and reappointments to the faculty, and sabbatical leaves. By majority vote of the faculty, each department may select other areas of departmental governance to be included in the Departmental Policy Statement. Those areas may include:

(a) Determination of departmental policies and procedures concerning departmental committee structure, the selection of departmental committees, the terms of office of all department officers (excluding the department chairperson), and departmental criteria for tenure and promotion in accordance with University policy and the provisions of this Agreement.

(b) Determination of departmental policies and procedures for the making of recommendations to Western concerning merit increases, departmental degree requirements and curricular offerings, departmental program development and discontinuance, guidelines for departmental budget allocations, teaching assignments and class schedules, definitions of a full workload and a system of equivalencies for contact hours and non-teaching activities, appointment and removal of department chairpersons, and alternate academic year appointments.

Section 3: THE DEVELOPMENT OF THE DEPARTMENTAL POLICY STATEMENT. Each department shall appoint a committee which shall develop a written Departmental Policy Statement.

Following ratification by the majority of the department faculty, three (3) copies of the Statement or amendments thereto shall be sent by the department faculty to the Chapter, one (1) copy to the department chairperson, and one (1) copy to the dean. The Chapter, the chairperson, and the dean shall review and determine said statement's conformance and consistency with this Agreement and with University policies. Written reactions from the Chapter, the chairperson and the dean shall be forwarded to the Provost within twenty (20) working days after receipt from the department. No later than thirty (30) working days after receipt of the Departmental Policy Statements or amendments from the Chapter, the chairperson, the dean, and the Provost shall approve the statements or amendments or return them with reasons for rejections to the department for modification. The Departmental Policy Statements or amendments become official documents when they receive the approval of the Provost.

Section 4: MODIFICATION. Departmental faculty have the right to review statements periodically and to modify them in accordance with the procedures specified herein. Western shall also have the right to review approved Departmental Policy Statements. It may do so periodically to determine continuing compatibility with University policy and the collective bargaining agreement, and may require modification when deemed appropriate after consultation with the Chapter.

Section 5: Western shall give serious and timely consideration to recommendations made by the faculty in accordance with this Article.

ARTICLE 23. - LAYOFF AND RECALL

PREAMBLE: Western and the AAUP recognize that a diverse and multifaceted professionally-qualified faculty represent a major asset. Western reaffirms its concern for the lives and careers of its faculty and its students. It

agrees to this Article to provide for a fair and orderly procedure for layoff of faculty should such occur. The Chapter acknowledges that layoffs may be effected under the procedures called for in this Article. Western and the Chapter agree that layoff of faculty is a very serious step for a University to take.

Section 1: DEFINITION. Layoff shall be defined as the cessation of the active employment of any unit faculty member during the term of any appointment.

Layoff may take place in the following circumstances:

(a) When Western deems it prudent and appropriate to curtail, modify or eliminate programs, services, offerings or courses of instruction, or

(b) When a bona fide financial crisis exists.

Laid-off persons have certain specific rights: these rights are specified in this Article and are different from the rights of active employees, employees on leave, and employees who are terminated.

Leaves of absence, the termination of faculty members on temporary and term appointments when those appointments expire, the termination of faculty members on probationary tenure track appointments for reasons of inadequate performance, and the dismissal of any faculty member for cause constitute examples (not all-inclusive) of the termination, cessation or interruption of active employment for reasons other than layoff that are not subject to the provisions of this Article.

Section 2: ORDER OF LAYOFF. After Western has given the 60-day notice referred to in Section 3 (a) of this Article, the Chapter and the affected departments or similar units shall have an opportunity to recommend alternatives to such anticipated action; and, if a financial crisis layoff is anticipated, Western agrees to consult with the Chapter, upon request, during the 60-day period, regarding the financial crisis. Western agrees to give serious consideration to recommendations of alternatives. Alternatives to layoff of individual faculty members may include but are not limited to early retirement per Article 31, Section 4, or reduced load per Article 31, Section 6, reassignment of faculty not limited to reassignment of specific individuals subject to layoff, alternate-academic year appointments, continuing education courses up to a full workload, and shared load in another program.

(a) Consistent with the operating needs of the level of organization of the University deemed appropriate by Western for layoff, Western, after such consultation as is provided for herein, shall lay off employees holding the positions subject to layoff at such level of organization. The decision of Western to implement layoff and the determination of the level of organization at which layoff will take place shall be ratified by the Board of Trustees prior to the issuing of layoff notices to individual faculty members. Layoffs shall be in the following order, subject to the ability of those remaining faculty members, if any, to adequately perform all

remaining work responsibilities assigned to that college, department, unit, program, area or other level of organization:

(1) Faculty members on part-time temporary appointment and other non-bargaining unit faculty and graduate assistants (excluding chairpersons).

(2) Unit faculty members on full-time temporary appointment.

(3) Unit faculty members on term appointment.

(4) Non-tenured unit faculty members on tenure-track appointment in inverse order of continuous service with the University.

(5) Tenured unit faculty members in inverse order of continuous service with the University.

(6) When two or more faculty members in (a) (4) or (5) above have the same length of continuous service, the faculty member with the lesser rank shall be first to be laid off.

(7) When two or more faculty members in (a) (4) or (5) above have the same length of continuous service and the same rank, the department chairperson or similar officer shall determine which shall be the first to be laid off based on the operating needs of the department or similar unit. This decision shall not be grievable.

(b) For purposes of determining continuous service of employees, prior service at the University on a full- or part-time temporary, term or tenure-track faculty appointment, without interruption of employment, shall be counted.

(c) In the case of a potential layoff of a unit faculty member serving in a position at a level of organization below the level of an academic department or comparable unit (hereinafter "academic department") who has seniority in the academic department (as determined by application of Section 2 (a) and (b) to the academic department), the following procedure is to be followed:

(1) Western shall give consideration to the retention of such faculty member in such academic department. Such consideration shall consist of the judgment of Western with respect to the present ability of such faculty member to perform the required professional obligations of a position remaining in the academic department after the layoff(s). Upon timely request by the department, made during the 60-day notice period, Western shall consult with the department or similar academic unit during the 60-day notice period regarding the retention of such faculty members in the academic department.

(2) With due regard for the operating needs of the academic department, the criteria for consideration for retention

pursuant to this paragraph (c), as appropriate, may include, but shall not be limited to, demonstrated mastery of subject matter, teaching experience, professional experience, research, and University service.

(3) If Western, pursuant to the provisions of the paragraph (c), makes a determination in favor of the retention of a faculty member having seniority, the following procedure shall apply: where practical, the most junior faculty member in the department performing a professional obligation which, in the judgment of Western, a faculty member having seniority has the present ability to perform shall be subject to layoff.

(4) Review in the grievance procedure of the provisions of this paragraph (c) shall be limited to the procedural issue of whether consideration for retention was given. Such issue may be processed through Step 2 only.

Section 3: NOTICE.

(a) 60-Day Notice: Following the decision respecting the level of organization of the University appropriate for layoff, and prior to the issuance of individual layoff notices, Western shall inform, in writing, the Chapter, the college, the department or other unit, and the faculty members likely to be affected of the level of organization at which layoff will occur and of the reason(s) for the layoff(s). Such notification shall be provided at least 60 calendar days prior to the issuance of layoff notices to individual faculty members.

After the 60-Day Notice, upon request, Western shall consult with the Chapter, the affected unit(s) and faculty members regarding the layoff(s) and provide them with all available data relating to such layoff(s).

(b) Individual Notice: Western will issue written layoff notices to those faculty members subject to layoff in advance of the effective date of their layoffs. Where circumstances permit, the following notice shall be provided:

(1) For faculty members on temporary or term appointments: at least sixty (60) calendar days' notice if the effective date of layoff occurs within their term of appointment.

(2) For non-tenured faculty with three (3) years' service or less on a tenure-track appointment: at least four (4) months' notice of layoff.

(3) For tenured faculty and faculty members on a tenure-track appointment with more than three (3) years of service: at least twelve (12) months' notice of layoff.

(c) Notice of layoff shall be sent by certified mail and shall contain a statement of the reasons for layoff. If notice of layoff is less

than the notice provided for in subdivision (b), the reasons for the shorter notice shall also be provided. A copy of the notice shall be sent to the Chapter.

When circumstances do not permit layoff notice as specified above, the faculty member shall receive pay in lieu of notice for the time remaining in the layoff notice period had notice been given as specified above.

Section 4: SPECIAL CONSIDERATION.

(a) Prior to the effective date of layoff and for a period of two (2) years following the effective date of layoff and three (3) years in the case of laid-off faculty who held tenure at the time of layoff, Western shall give special consideration for placement within the bargaining unit at the University to a faculty member who has been notified of pending layoff, or who has been laid off, provided that a suitable vacant position is available for which Western deems the faculty member qualified.

(b) The procedure for special consideration shall be as follows:

(1) Western will periodically notify each faculty member who is entitled to special consideration as provided in this Section of vacant bargaining unit faculty positions. To facilitate communication concerning this notification of vacancies, it shall be the faculty member's responsibility to ensure that the University's Academic Affairs office and Personnel office records reflect the faculty member's current address. Western's obligation to notify of vacancies under this provision shall be satisfied by sending a certified letter to the last address of record.

(2) A faculty member entitled to special consideration shall have the right to apply for any vacant bargaining unit faculty position for which the faculty member believes himself/herself to be qualified.

(3) Special consideration shall be defined as meaning that applications submitted by faculty members entitled to special consideration will be acted upon before applications submitted by other persons. To obtain such action, a faculty member must submit the application in a timely manner and must specify in the application that the application is being submitted in accordance with the special consideration procedure.

(4) Review in the grievance procedure of the provisions of Section 4, paragraphs (a) and (b), shall be limited to the procedural issues of: (1) whether notice of vacancies was given as provided, and (2) whether "special consideration" was given. Issue (2) may be processed through Step 2 only.

(5) A faculty member who is hired under the special consideration procedure shall be hired with the salary, rank and appointment type of the vacant position for which he/she applied. This will not necessarily be the same salary, rank and appointment type previously held by the faculty member.

(6) In addition to the above, a faculty member who has been notified of pending layoff, or a faculty member who has been laid off, may apply for any vacant position in the University for which he/she considers himself/herself qualified and will be considered for the position by Western on the same basis as any internal applicant for a vacant position. If the faculty member is hired, the salary and other terms of employment shall be those of the vacant position, which will probably differ from those of the previous position.

(7) A faculty member who accepts employment under this Section shall have no further rights under this Section, but shall retain any rights he/she would otherwise have under Section 5 following.

Section 5: RECALL.

(a) Recall offers pursuant to this Section shall be made to eligible persons in inverse order of layoff.

Western shall not add full-time faculty members in a department or similar unit in which a layoff is effective until such time as all persons eligible for recall in that department or similar unit have been offered such a recall, subject to the ability of those eligible for recall to adequately perform the teaching and other work responsibilities assigned to the department or similar unit.

For a period of two (2) years following layoff and three (3) years in the case of laid-off faculty who held tenure at the time of layoff, a faculty member removed as a result of layoff shall be recalled to the same position from which he/she was laid off should an opportunity for such recall arise. This offer shall be made prior to any announcement or notice of a vacancy. The term "same position" shall mean a position in the same department or unit equivalent in its content, duties, responsibilities, requirements and obligations to that held by the employee at the time of layoff.

To facilitate communication concerning recall, it shall be the faculty member's responsibility to ensure that the University's Academic Affairs office and Personnel office records reflect the faculty member's current address. Western's obligation to recall a laid-off person shall be satisfied by sending a certified letter to the last address of record.

Any such recall offer must be accepted within thirty (30) working days of the date the offer is sent, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event such recall offer is not

accepted within said thirty (30) days, the faculty member shall be deemed to have refused recall and to have no further rights arising out of past employment at the University.

Section 6: FACULTY RIGHTS.

(a) In the event a recall offer under Section 5 is accepted, the faculty member, upon commencement of active employment, shall receive the following benefits:

(1) Incremented base salary as if employment had been continuous.

(2) The same rank and appointment status held before layoff.

(3) The same continuous service (seniority) for purposes of layoff as held on the date of layoff.

(4) Years of service for promotion and tenure decisions as held upon date of layoff.

(5) Sick leave accruals as held on the date of layoff.

(b) A person on layoff status whose recall rights as provided herein have not expired shall have the right: (1) to purchase through Western insurance coverage identical to that offered other unit faculty at group rates, but with the full cost paid by the laid-off person, and (2) to file timely grievances in accordance with the provisions of this Agreement.

(c) On an annual basis, Western will provide the Chapter with a list of faculty members to whom the provisions of this Section apply. The Chapter shall be provided with a copy of any recall offers made pursuant to provisions of this Section.

Section 7: GRIEVANCES. Review in the grievance procedure of the provisions of this Article shall be limited to issues of whether contractual procedures have been complied with. The decision of Western to implement layoff and its determination of the level of organization at which layoff will take place are not grievable.

ARTICLE 24. - SABBATICAL LEAVE POLICY

The primary purpose of sabbatical leaves is to encourage and promote the professional growth of the faculty and to enhance their scholarly and teaching effectiveness. Such leaves contribute to the accomplishment of these ends by enabling the faculty to undertake specific, planned activities involving study, research, scholarship, and creative work of mutual benefit to the faculty member and the University.

Section 1: ELIGIBILITY FOR SABBATICAL LEAVE.

a. A sabbatical leave may be granted to any tenured faculty member at Western. Such leave may not be awarded to the same person more than once in every seven (7) years, and sabbatical leave time shall not be cumulative. For part-time tenured faculty, the sabbatical leave shall be at the same FTE proportion as the faculty member's appointment. The granting of a sabbatical leave shall be without distinction as to rank, department, or college affiliation, full-time or part-time status, or total years of service at Western.

b. One year in any six-year period spent on approved leaves of absence from Western for purposes of professional growth shall count toward the sabbatical eligibility period.

Section 2: REQUIREMENTS FOR SABBATICAL LEAVES.

a. The sabbatical project shall require a lengthy period of continuous release from normal faculty responsibilities--at least one full semester--and shall not be accomplishable in shorter intervals and with other forms of assistance already available for professional growth (e.g., the Spring or Summer Sessions, faculty research grants, released time, etc.).

b. Applicants for sabbatical leaves shall inform Western of other salaries, grants, fellowships, or financial support they expect to receive (or do receive) during the period of leave. The combined income from such sources and the sabbatical grant shall not exceed the faculty member's salary, research expenses, travel, and relocation costs associated with the leave.

c. A person granted sabbatical leave shall agree to return to his/her University duties for at least one academic year or the equivalent following the leave. A faculty member who fails to return to his/her employment at the expiration of his/her sabbatical shall be deemed to have voluntarily resigned his/her position unless unable to return by reason of injury or illness.

d. By the end of the first semester following their return to the campus, recipients of sabbatical leaves shall file a written account of their sabbatical activities and accomplishments with their chairperson, their dean, and the University Sabbatical Leave Committee.

Section 3: SELECTION PROCESS

A. Department and College Review

1. Each department shall establish and set forth in its Departmental Policy Statement the procedures and criteria by which department recommendations for sabbatical leaves shall be made. The criteria shall include the proposal's merits:

(a) in its own right, (b) for the individual, and (c) for the University.

2. Applications and proposals for sabbatical leave shall be submitted by the faculty member to the department according to established deadlines. The appropriate department committee shall review all applications and proposals and forward its recommendations in priority order to the department chairperson.

3. The department chairperson shall review all departmental recommendations and forward them to the dean, indicating in each case his/her recommendation on each proposal. The department chairperson shall also submit to the dean a specific written proposal for reallocation of the workloads of faculty members recommended for sabbatical leaves.

4. It shall be the responsibility of the dean to: (a) review all recommendations received; (b) determine whether the granting of the approved leave(s) would seriously impair the department's effectiveness; and (c) forward to the University Sabbatical Leave Committee all recommendations and proposals received, and his/her recommendations in ranked order of priority, with concurrent notice to each applicant and appropriate department chairperson of his/her recommendation.

B. The University Sabbatical Leave Committee

1. The University Sabbatical Leave Committee shall be a standing committee consisting of one faculty member elected from each college, and one representative of the unaffiliated units, serving staggered three-year terms to assure continuity. The committee shall select its own chairperson. The Provost shall be responsible for certification of the committee's membership and for insuring that the committee is called together for its first meeting each year.

2. The committee shall evaluate all proposals forwarded by both departments and deans to assure that they meet established University criteria and that the total number granted in any one year would not adversely affect the institution's academic program. They shall then submit their recommendations to the Provost for his/her decision, which shall be forwarded to the Board of Trustees.

3. The committee shall inform each applicant whether the committee is or is not recommending that his/her application be approved, with concurrent notice of said decision to the department chairperson and the dean. Appeals to the committee shall be in accordance with procedures developed by the committee and approved by the Office of Academic Affairs.

4. The committee shall publish annual reports to the faculty, the Provost, and the Chapter on the results of the selection

process, and shall keep on file a cumulative record of those reports.

5. The committee shall be responsible for reviewing and recommending revision of sabbatical leave policies and practices to the Provost and the Chapter who, by their joint approval of any such recommendation, may revise the policy or practice.

C. Applications and proposals must be filed with the department not later than September 15 of the year preceding the fiscal year in which the applicant wants leave. Proposals forwarded by the department, the department chairperson, and the dean should reach the University Sabbatical Leave Committee not later than October 10; the committee's recommendations should reach the Provost not later than November 10. Final recommendations shall be submitted to the Board of Trustees at its December meeting.

Section 4: FUNDING

A faculty member may apply for a two-semester or a one-semester leave. In either case, if the leave is granted, the faculty member shall receive 75% of his/her base salary for the period of the sabbatical.

ARTICLE 25. - LEAVES OF ABSENCE

Section 1: ANNUAL LEAVE

A. ACCRUAL. Western shall provide annual leave to those unit faculty on full-time fiscal year appointments according to the following schedule:

Length of Service	Accrual Rate/Yr.	Max. Accrual
0-5 yrs. (0-60 mos.)	20 days (160 hrs.)	30 days (240 hrs.)
6-10 yrs. (61-120 mos.)	22 days (176 hrs.)	30 days (240 hrs.)
11-20 yrs. (121-240 mos.)	24 days (192 hrs.)	30 days (240 hrs.)
20 or more yrs. (241 or more mos.)	25 days (200 hrs.)	30 days (240 hrs.)

Exceptions to this may be made only by approval of the Vice President for Business and Finance.

B. USE OF ANNUAL LEAVE. The following conditions will obtain relative to the faculty member's use of accrued annual leave or Western's payment thereof to survivors.

1. Faculty who retire, who resign their employment, or who transfer from a fiscal year to an academic year position are expected to use all of their accrued annual leave prior to the effective date of retirement, resignation, or transfer. In the event that circumstances preclude such usage, faculty shall, at the time of such retirement, resignation or transfer, be compensated for their accrued annual leave. The department chairpersons shall determine, in consultation with the faculty member, the amount of accrued annual leave that may be paid off in lieu of annual leave usage.

2. The surviving spouse or estate of any faculty member who dies shall be paid for all annual leave accrued up to a maximum of two hundred-forty (240) hours.

3. Unit faculty terminated for any reason will be compensated for their accrued annual leave. Unit faculty, any time after being laid off, may elect to be compensated for their accrued annual leave.

Section 2: LEAVE OF ABSENCE WITHOUT PAY

An unpaid leave of absence, for which written request has been made, may be granted to a faculty member upon the recommendation of the department chairperson and the dean, and upon approval of the Provost. When such leaves are granted, Western shall notify the faculty member in writing of all conditions of such leave including, but not limited to, the leave's effect upon tenure and promotion eligibility, salary increments during the period of the leave, fringe benefits, and seniority. Normally, such leaves of absence may be granted for: (a) a twelve- (12-) month period beginning with the commencement of the Fall Semester; or (b) one semester, either Fall or Winter. Under exceptional circumstances a faculty member may request a leave for a period longer than twelve (12) months or shorter than a semester. The faculty member shall receive no compensation from Western during the period of such leave but shall have the option of maintaining insurance benefits at his/her own expense to the extent permitted by the policies. If a request for leave is rejected, Western will notify the faculty member in writing of the reasons for rejection.

A. A faculty member granted an unpaid leave for personal reasons shall not be entitled to a salary increment during the leave period.

B. A faculty member granted an unpaid leave for the purposes of research, advanced study or other professional development activities shall, upon return to duty, be entitled to the same salary increment that would have been awarded if he/she had been on regular duty during the period of the leave. Such leave time may, upon departmental recommendation and the mutual agreement of Western and the faculty member, be counted toward length of service in rank under the qualifying criteria for promotion and/or (where applicable) toward the completion of his/her probationary period, in either instance said time not to exceed one (1) year.

C. A faculty member on approved leave shall continue to be deemed an employee of Western. A faculty member who fails to return to his/her employment at the expiration of a leave shall be deemed to have

voluntarily resigned his/her position unless unable to return by reason of injury or illness.

Section 3: LEAVE FOR COURT-REQUIRED SERVICE

A faculty member who, during an academic period during which he/she is scheduled to work, is summoned and reports for jury duty or is subpoenaed as a witness in a legal action to which he/she is not a party shall immediately notify the department chairperson of this obligation. Such faculty member shall be paid the difference between his/her regular rate of pay and the amount received for serving as a juror or witness. The foregoing provision shall not apply if the faculty member is a plaintiff or is voluntarily testifying for the plaintiff against the University in a legal action. A faculty member serving jury duty or as a subpoenaed witness is expected to report for regular University duty when his/her attendance at court is not required.

Section 4: FUNERAL LEAVE

Western shall grant unit members up to but not to exceed four (4) consecutive University working days of funeral leave with pay to make arrangements for and to attend the funeral of a member of his/her immediate family. The immediate family is defined by University policy to include current spouse and the faculty member's and his/her current spouse's children, parents, grandparents, grandchildren, brothers, or sisters. Request for funeral leave shall be made to the appropriate administrator.

Section 5: MILITARY LEAVE

A. MILITARY SERVICE. The reinstatement of rights of any regular faculty member who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

B. ANNUAL MILITARY DUTY. A faculty member who is ordered to active duty during an academic period in which he/she is scheduled to work, upon his/her written request, shall be granted a military leave of absence, normally not to exceed fifteen (15) working days in any fiscal year (July 1 through June 30), to engage in a temporary tour of duty with the National Guard or any recognized branch of the United States Military Service. Such leave shall be credited as continuous service with the University. The faculty member shall be paid the difference between his/her regular rate of pay and the amount received for military duty.

Section 6: SICK LEAVE

A. SICK LEAVE CREDIT. Paid sick leave will be credited to the following categories of faculty as hereinafter specified:

1. FULL-TIME, FISCAL YEAR FACULTY. All full-time, fiscal year faculty members will be credited with available sick leave benefits on the basis of one-half (1/2) working day for each completed pay period

of service or major fraction thereof up to a maximum of two hundred sixty (260) days, provided that the accumulation for any fiscal year shall not exceed thirteen (13) days nor shall the total accumulation of unused sick leave exceed two hundred sixty (260) days.

2. FULL-TIME ACADEMIC YEAR FACULTY. Sick leave for full-time academic year faculty shall be credited on the basis of five (5) days per semester (Fall and Winter) and two and one-half (2-1/2) days per session (Spring and Summer). Credit for sick leave will be granted at the start of each semester or session. Sick leave will be permitted to accumulate to a maximum of thirteen (13) days per fiscal year but not to exceed a total of two hundred (200) days.

3. PART-TIME FACULTY. All regular Board-appointed part-time faculty shall be credited with sick leave benefits in proportion to the time worked relative to full-time teaching load.

4. ACCUMULATION OF CREDITS WHILE ABSENT DUE TO ILLNESS. Fiscal year faculty members entitled to the accumulation of sick leave credits under this Article will continue to accrue one-half (1/2) day thereof per pay period as long as they are on the active payroll even though they are absent from duty because of illness or injury. Faculty members on leave of absence without pay will not accumulate sick leave credit during such leave.

B. USE OF SICK LEAVE CREDIT. Sick leave may be used in any period of the year in which a faculty member is scheduled to be on the active payroll, but only for the number of days the faculty member is scheduled to receive remuneration, subject to the following provisions:

1. A faculty member on fiscal year appointment may not use more than two hundred sixty (260) accumulated sick leave days during any fiscal year (July 1 through June 30).

2. A faculty member on academic year appointment may not use more than two hundred (200) accumulated sick leave days during any fiscal year (July 1 through June 30).

3. All absences of the faculty member due to illness or injury of one-half (1/2) day or more will be debited against the faculty member's accumulated bank of sick leave, regardless of whether his/her department absorbs his/her workload or the University provides a substitute. This applies to the illness or injury of the individual faculty member only.

4. If a faculty member elects to use sick leave while off duty because of a compensable injury and receives his/her full salary, part of the sick leave credit may be regained by depositing his/her Workmen's Compensation check with the University. Sick leave credit will be computed by dividing the total of Workmen's Compensation payments by the faculty member's rate of pay per day.

5. Western reserves the right to request a physician's statement or sworn affidavit that the claim for sick leave is bona fide as a condition precedent to the allowance of paid sick leave.

6. When a faculty member has used all of his/her sick leave credit, he/she will be removed from the payroll until he/she returns to duty.

7. The sick leave provisions herein set forth also shall apply to disabilities resulting from pregnancy and/or childbirth.

C. COVERAGE OF SICK LEAVE ABSENCES. Departments may be expected to absorb loss of services owing to illness or injury for a period of two weeks or less during the academic year and one week or less during Spring Session. In the case of a very long absence (of more than a semester or session), a new appointment would presumably be necessary. If, in the case of an absence longer than two weeks but shorter than a full semester, an appropriate part-time faculty member cannot be hired, the services may be performed on an overload basis by a regular full-time staff member, with the approval of the department chairperson. Compensation will be based on the current University funding level for part-time instructors paid on a per-credit-hour basis prorated according to the time involved. The responsibility for funding the individual temporarily performing such services shall be determined jointly by the department chairperson, the dean and the Provost.

D. PREGNANCY AND CHILDBIRTH LEAVE. Absences due to illness or disability associated with pregnancy or childbirth shall be treated by Western in the same way as absences due to illness or disability for other reasons.

E. SICK LEAVE PAYOFF.

1. FISCAL YEAR FACULTY. For fiscal year faculty hired effective prior to July 1, 1984, one-half (50%) of the accumulated sick leave up to a maximum of 130 days (1,040 hours) is payable at retirement at the faculty member's 1984-85 pay rate if the faculty member elects this retirement option (see Article 31).

2. ACADEMIC YEAR FACULTY. For academic year faculty hired effective prior to July 1, 1984, one-half (50%) of the accumulated sick leave up to a maximum of 100 days (800 hours) is payable at retirement at the faculty member's 1984-85 pay rate if the faculty member elects this retirement option (see Article 31).

3. There shall be no sick leave payoff for fiscal and academic year faculty members hired effective after June 30, 1984.

Section 7: PERSONAL LEAVE. In case of a personal emergency, a faculty member shall, with the approval of the department chairperson, receive a short-term leave with full compensation of up to four (4) calendar days excluding Saturdays, Sundays and University-recognized holidays. The faculty member's department will be expected to absorb the loss of services for the period of the leave. This leave is noncumulative.

Section 8: LEAVE OF ABSENCE FOR POLITICAL OFFICE. In the event a faculty member decides to become a candidate for public office, it is professional courtesy that the faculty member inform the department chairperson or director of this intention. In the case of a candidacy for any office, the faculty member shall either continue to perform all duties, or take a leave of absence without pay. The faculty member shall inform the department chairperson or director and appropriate departmental committee in the event of his/her election or appointment to public office. In the case of appointment or election to a full-time public office, the faculty member shall request a leave of absence without pay. No such leave of absence shall be extended beyond two (2) years. In the case of a part-time office, such as membership on city councils, school boards, boards of supervisors, etc., a leave of absence may not be required.

ARTICLE 26. - ADDITIONAL EMPLOYMENT

The faculty member's primary professional responsibility is to perform satisfactorily all of his/her University duties and assignments; therefore, Western expects that no faculty member will engage in any employment or activity that may prevent him/her from fulfilling the obligation.

Section 1: PROFESSIONAL WORK. Professional activities for financial gain such as writing, consultation, research and artistic activities are desirable when not pursued to the extent that they interfere with the discharge of professional responsibilities and duties required by this Agreement. Faculty members may engage in professionally-relevant employment inside or outside the University without restriction during those academic semesters or sessions in which they are on appointment, provided that:

(1) The faculty member advises the department chairperson of the employment. Faculty already engaged in any additional employment inside or outside Western shall notify their chairperson as soon as it is practical but no later than October 1 each year. Faculty who begin employment during the life of this Agreement shall notify their chairperson in advance. If advance notice is not possible, notice to the chairperson shall be given as soon as possible;

(2) The department chairperson, the dean, or the Provost may require the faculty member to cease such employment if it interferes with the normal duties of the faculty member;

(3) Any and all use of the University's personnel, facilities, services or equipment in conjunction with a faculty member's additional employment be approved by Western in writing in advance of such use; and

(4) Arrangements for the use of University personnel, facilities, services or equipment shall provide for reimbursement of costs and overhead to the University.

Section 2: LARGE SCALE AND UNIVERSITY CONTRACTUAL SERVICE. When the University undertakes to render service to its various constituencies and clients, such service should be on a contractual basis to permit the hiring of additional personnel or the temporary replacement of personnel to balance any loss in needed internal services. Large scale service to the community, to industry, or to government should be a matter of regular institutional planning and compensation, not outside employment. Thus, any request by a faculty member for approval to contract for large scale services shall first require a determination that the matter is not a proper subject for a University contract. The department chairperson and the dean shall meet with the faculty member to review the proposed project. If it is agreed that the proposed project is a proper subject for contractual service, a contract shall be executed between the University and the client for the proposed services, and all fees and reimbursements shall be paid by the client.

In the event that the department chairperson, the dean and the faculty member determine that the proposed project is properly a private one, approval may be granted subject to the following conditions:

a. That the project shall not interfere with the normal duties of the faculty member;

b. That there shall be no conflict of interest or promotion of partisan interest;

c. That the client be informed that the faculty member is acting privately and not as a representative of the institution; that the University is neither liable nor responsible for the performance of the agreement;

d. That the University's name shall not be used in connection with the project;

e. That any and all use by the involved faculty member or the client of the University's personnel, facilities, services, or equipment be approved in advance; and

f. That arrangements for the use of University personnel, facilities, services, or equipment shall provide for reimbursement of costs and overhead to the University.

In the event the faculty member disagrees with Western's interpretation as to whether the proposed project is properly a matter of private or contractual service, the faculty member shall have the right to appeal the matter through the grievance procedure set forth herein.

ARTICLE 27. - COMMUNITY SERVICE

To the extent that it does not detract from the fulfillment of their obligations to the University, faculty members may participate freely and voluntarily in the many organizations that make up the community. As the

area served by the University is not confined to one locality, service on state, national and international boards, commissions and committees, etc., shall be considered as community service.

ARTICLE 28. - COMPENSATION GUIDELINES

Section 1: OPERATIONAL GUIDELINES. The following principles shall apply to faculty compensation:

1. The salary assigned for the academic year or for the alternate academic year shall be the faculty member's "base salary."

2. Board-appointed part-time faculty shall receive a pro rata salary equal to the percent of a full-time appointment.

3a. Academic-year faculty, including academic-year non-teaching faculty, who serve full-time in a Spring or Summer session, shall receive twenty-two percent (22%) of base salary. Faculty who serve part-time in Spring or Summer sessions shall receive a pro rata salary equal to the percent of employment, with twenty-two percent (22%) of base salary as the base of proration.

3b. If a faculty member has extra-departmental support for research during a Spring or Summer session, he/she will not excluded from consideration for teaching assignment during the other session of that year; that is, extra-departmental support will not be prejudicial to teaching assignments.

3c. Bargaining-unit alternate-academic-year faculty who serve half time on an "off semester" (Fall or Winter) shall receive twenty-two percent (22%) of base salary. Faculty who serve less than half time on the "off semester" shall receive a pro rata salary equal to the percent of employment, with twenty-two percent (22%) of base salary as the base of proration.

4. Extension, correspondence, tape and other courses offered through Continuing Education are Continuing Education courses and shall be paid at the Continuing Education rate. Continuing Education courses are taught by members of the faculty. Teaching assignments are made with the approval of the department chairperson, the dean, and the Division of Continuing Education. When a faculty member is not available, a qualified person may be employed, provided the assignment is approved by the chairperson of the department, the Division of Continuing Education, and the Provost. Pay rates for teaching in Continuing Education are set by the Board of Trustees.

   Faculty may teach Continuing Education courses in addition to their regular workload. In general, when Continuing Education courses are taught in addition to the regular workload, faculty members are limited to teaching one (1) such Continuing Education course during

a semester and, if fully-employed, to one (1) such course during Spring or Summer session.

The Division of Continuing Education also provides faculty consultants to public schools, community agencies and organizations, and to industrial, business and professional groups. Fees for such consulting services shall be established by mutual agreement between the bargaining-unit faculty members, the Division of Continuing Education, and the recipient of the services.

5. Western may offer and unit faculty may accept teaching assignments at the part-time rate in addition to the maximum load specified herein.

6. Full-time fiscal year faculty hired or appointed after September 1, 1977 shall receive one hundred and twenty-five percent (125%) of base salary. Whenever fiscal year faculty are returned to academic year appointments, their salary adjustments will be based on whatever percentage adjustments were made when they are transferred from academic year to fiscal year appointments in the first instance. Faculty whose adjustment percentage is unknown shall be converted at the one hundred and twenty-five percent (125%) rate. Faculty serving part-time fiscal year appointments shall receive a pro rata salary equal to the percent of appointment, with one hundred and twenty-five percent (125%) of base salary as the base of proration.

7. Western will use one hundred fifty (150) days per academic year as a basis for calculation of the daily pay rate for academic year faculty, including salary calculations for faculty who work for less than a complete Fall or Winter semester and calculations of sick leave pay and payoffs.

Section 2: LIMITS OF COMPENSATION. The following limits shall apply to faculty compensation:

1. Without the express and written permission of the Provost, no faculty member shall earn more than one hundred forty-four (144%) percent of base salary in any fiscal year from all University sources.

2. Without the express and written permission of the Provost, no faculty member shall be employed by Western on a full-time basis for more than four (4) consecutive semesters or sessions.

Section 3: WORKLOAD. The workload of bargaining unit faculty members encompasses many professional duties and responsibilities necessary to their varied roles, including but not limited to:

1. Teaching and/or providing instructional support in a variety of manners and settings;

2. Advising and consulting with students;

3. Engaging in research, publication and creative artistic activities;

4. Fulfilling ongoing departmental needs of both a maintenance and developmental nature; and

5. Supporting, in many ways, the proper and efficient functioning of the University as a whole in such ways as performing committee work, and providing consultation to the University and its communities.

With respect to the determination of appropriate faculty workloads, department faculty may, in accordance with the provisions of their Departmental Policy Statement, make recommendations concerning said workloads. These recommendations may include the definition of a full workload and a system of equivalencies for non-teaching activities.

In the development of workload recommendations, the following principles shall apply:

A. TEACHING FACULTY

1. The maximum full-time faculty teaching load shall be twenty-four (24) credit hours of regularly-scheduled courses in any one academic or alternate academic year or six (6) credit hours of regularly-scheduled courses in the Spring or Summer sessions, except that faculty may carry seven (7) to eight (8) credit hours during a Spring or Summer session at no increase in salary.

2. A commensurate reduction in teaching load may be approved for faculty who are engaged in: graduate-level instruction; research, creative and/or scholarly activity, heavy advising responsibilities. Commensurate load reductions may also be approved for faculty involved in: classes with high enrollments; upper level courses; laboratory supervisions; multiple preparations; supervision of M.A., M.S., and Ph.D. theses or dissertations; individual student projects (such as independent study and reading); supervision of Honors College courses or theses; course or program development; participation in and service to professional organizations; departmental, University or community service.

3. A pool of assigned time not less than 5% of the universitywide total FTEF, shall be allotted to academic year faculty for workload reductions described in (2) above. Assigned time for administrative and other functions shall not be charged against these FTEFs.

B. NON-TEACHING FACULTY

1. The workload for faculty in the Library, the Counseling Center and the Division of Academic Services shall be thirty-five (35) scheduled hours a week. This shall also apply when

academic-year non-teaching faculty receive Spring or Summer session appointments.

2. Faculty members in the Library, the Counseling Center, and the Division of Academic Services shall be eligible for up to ten (10) days of professional development leave. Such professional development leave shall be scheduled with the approval of the administrative officer of the faculty member's department or similar unit after a written proposal from the faculty member has been accepted. The leave assignment will be completed with the filing of a written report from the faculty member to his/her administrative officer.

C. OTHER WORKLOAD REQUIREMENTS

1. The academic advising of students is a regular part of the responsibilities of a full-time faculty member, and each faculty member may be assigned an average of twenty (20) advisees, depending on the needs of the department.

2. Each faculty member shall bear a fair and reasonable share of necessary departmental, college and University committee work.

3. Each faculty member shall be available for assignment to a Continuing Education course at least once per academic year. The Continuing Education course may be counted as part of the normal workload. Upon mutual agreement, Western may assign Continuing Education courses as part of the workload up to a full workload. In these cases, the faculty member shall be entitled to the usual "energy increment," but shall not be entitled to additional compensation.

4. Persons with supervisory responsibility for the Library, the Counseling Center and the Division of Academic Services may make such other professionally-relevant assignments as are fair and reasonable in the various working contexts of these units.

Western and the Chapter recognize that a variety of the legitimate responsibilities of academic-year faculty (such as registration, departmental orientation/ organization meetings, committee assignments, grading situations, and the like) fall outside the academic calendar, that is, before the Fall Semester begins, between the Fall and Winter Semesters and after the Winter Semester ends. Western will follow present procedures to cover these assignments. If Western is unable to insure faculty coverage for such legitimate responsibilities, Western will notify the Chapter before assigning faculty to such tasks.

In addition, it is expected that each faculty member shall post and hold a reasonable number of regularly-scheduled office hours, such schedule to be approved by the department chairperson and a copy retained in the department office.

Final determination of all faculty workloads shall be made by Western. Failure of the faculty member to meet unexcused scheduled obligations may result in appropriate action by Western.

Section 4: To enable Western and the Chapter to more accurately assess the workload activities of faculty, each member of the bargaining unit shall submit an annually-updated vita or a vita with a current annual update in a format acceptable to Western to the chairperson no later than October 1 each Fall Semester. Failure to submit the required vita or update in a timely manner shall render the faculty member subject to disciplinary action, unless the faculty member presents acceptable evidence that he/she was unable to submit the vita due to severe personal illness or other compelling emergency. Additional reports may be required by Western during the Winter semester and/or the Spring and Summer sessions.

Section 5: CHAPTER SERVICE. During this Agreement, the Chapter shall be able to purchase up to forty-eight (48) credit hours of teaching time per year for up to eight (8) Chapter officials at one-half the actual replacement costs, provided the Chapter has given the Office of Academic Affairs the names of the Chapter officials one semester in advance to provide for proper scheduling, and further provided that the forty-eight (48) hours are used in blocks equivalent to at least one full class for each person receiving "released" time for Chapter service.

If the Chapter decides to purchase "released" time for non-teaching faculty members, three (3) credit hours of teaching time shall be considered, for this purpose only, as equivalent to one-fourth (¼) of a semester's or one-half (½) of a Spring or Summer workload of a non-teaching faculty member.

ARTICLE 29. - ECONOMIC COMPENSATION

Section 1: SALARY ADJUSTMENTS. Western shall provide across-the-board and merit adjustments to the base salaries of eligible bargaining unit faculty members in their second or later consecutive years of service, as follows:

A. ACROSS-THE-BOARD SALARY ADJUSTMENTS:

1. Effective July 1, 1987 for fiscal-year faculty and effective August 24, 1987, for academic-year faculty, Western shall implement the following salary adjustments, which shall accrue to base salaries:

   A 5.75% increase to each eligible faculty member.

2. Effective July 1, 1988, for fiscal-year faculty and effective August 22, 1988, for academic-year faculty Western shall implement the following salary adjustments, which shall accrue to base salaries:

   A 5.0% increase to each eligible faculty member.

3. Effective July 1, 1989, for fiscal-year faculty and effective August 21, 1989, for academic-year faculty, Western shall implement the following salary adjustments, which shall accrue to base salaries:

   A 5.0% increase to each eligible faculty member.

B. MERIT SALARY ADJUSTMENTS:

1. Effective with this Agreement, Western shall allocate monies in the amounts specified below to be distributed in the form of merit increases to the base salaries of eligible bargaining-unit faculty members:

   For 1987-88: 1.25% of the sum of the base salaries of eligible bargaining-unit faculty members. Merit increases from these monies shall be effective July 1, 1987, for fiscal-year faculty and August 24, 1987, for academic-year faculty.

   For 1988-89: 1.5% of the sum of the base salaries of eligible bargaining-unit faculty members. Merit increases from these monies shall be effective July 1, 1988, for fiscal-year faculty and August 22, 1988, for academic-year faculty.

   For 1989-90: 1.5% of the sum of the base salaries of eligible bargaining-unit faculty members. Merit increases from these monies shall be effective July 1, 1989, for fiscal-year faculty and August 21, 1989, for academic-year faculty.

2. In each of the three years of the contract, the money allocated for merit increases in B.1. above shall be divided into Departmental Merit Pools and a Provost's/Deans' Merit Pool, as specified below:

   For 1987-88: Departmental Merit Pools--1.0%
   Provost's/Deans' Merit Pool--0.25%

   For 1988-89: Departmental Merit Pools--1.2%
   Provost's/Deans' Merit Pool--0.3%

   For 1989-90: Departmental Merit Pools--1.2%
   Provost's/Deans' Merit Pool--0.3%

3. Individual Departmental Merit Pools shall be established by dividing the monies specified for Department Merit Pools in B.2. above as follows: each department or other appropriate academic unit shall be allocated an amount equal to 1.0%, 1.2%, and 1.2% for 1987-88, 1988-89, and 1989-90, respectively, of the sum of the base salaries of the eligible bargaining unit faculty members in the department or other unit in the year in question.

C. MERIT ELIGIBILITY:

A bargaining-unit faculty member who is in his or her second or subsequent consecutive year at Western and who has a term, tenure-track

or tenured appointment will be eligible for consideration for merit pay, provided that, in the year prior to the merit considerations, the faculty member was performing bargaining-unit faculty duties at Western; or was on a sabbatical leave; or was on a professional leave and performing work falling under the general merit criteria and which benefited the University and the merit of which can be evaluated.

D. GUIDELINES FOR MERIT PAY DISTRIBUTION:

1. GENERAL CRITERIA. Merit pay considerations shall be based on the evaluation of the performance of eligible faculty members in the areas of the three judgmental criteria: professional competence, professional recognition, and professional service.

   Meritorious performance in all three areas may be the basis for a merit award to an individual faculty member. Meritorious performance in the area of professional competence and/or meritorious performance in the area of professional recognition may also be the basis for a merit award. In addition, meritorious professional service, combined with meritorious performance in the area of one of the other two criteria, may be the basis for a merit award. Accordingly, merit pay may be awarded for meritorious performance in: professional competence, professional recognition, and professional service; professional competence and professional recognition; professional competence; professional recognition; professional competence and professional service; professional recognition and professional service.

   The faculty member's professional performance in the year immediately prior to the year of merit consideration shall be given emphasis when merit recommendations are made.

2. DEPARTMENTAL PROCEDURES AND CRITERIA. In accordance with the general criteria specified above and with the timetable specified below, departmental faculty shall develop procedures and may use the general criteria or may develop more specific criteria for making their recommendations for merit increases from their Departmental Merit Pools. The total amount of increases recommended shall not exceed the amount allocated to the department's Departmental Merit Pool; within this guideline, departmental faculty shall have discretion in the amount of individual merit increases that they recommend. Merit awards shall not be recommended in amounts less than $300 per award.

   Departmental merit procedures and criteria shall be reviewed by the dean of the college (or by the comparable administrative official in the case of unaffiliated units) and by the Chapter in accordance with the timetables specified herein. Such reviews shall be to assure conformity with the contract and with the spirit and intent of merit increases. When departmental merit criteria have been reviewed and found to conform to the contract and to the spirit and intent of merit increases, they shall be used by departmental faculty in making their merit recommendations and by the deans and the Provost (or other appropriate administrative reviewers in the

case of unaffiliated units) when they consider departmental recommendations.

If a dean (or other appropriate administrative reviewer in the case of an unaffiliated unit) overturns or reduces a departmental merit recommendation or if the Provost overturns or reduces a departmental merit recommendation that is supported by the dean, the affected faculty member shall be so advised in writing; this notification shall include the reason(s) for the overturning or reduction.

3. Monies allocated to the Provost's/Deans' Merit Pool shall be distributed by the Provost in consultation with the deans (or other appropriate administrators in the case of unaffiliated units) to eligible bargaining-unit faculty members in the form of merit increases to base.

E. TIMETABLE:

1. For 1987-88:

No Later Than	
October 22, 1987	Departments develop their merit pay procedures and criteria and submit them to Western and the Chapter for review.
November 5, 1987	Western and the Chapter complete review and departments begin their merit considerations.
December 1, 1987	Departments make merit recommendations to the deans.
December 10, 1987	Deans, after consultation with the chairpersons, make merit recommendations to the Provost.
December 22, 1987	Provost makes merit decisions (including decisions regarding the Provost's/Deans' Merit Pool).

2. For 1988-89 and 1989-90:

No Later Than	
October 15	Departments make merit recommendations to the deans.
October 30	Deans, after consultation with the chairpersons, make merit recommendations to the Provost.

November 15	Provost makes merit decisions (including decisions regarding the Provost's/Deans' Merit Pool).

3. Departments that do not develop merit procedures and criteria and do not make merit recommendations in accordance with the timetables specified herein shall not receive the allocation to their Departmental Merit Pool for 1987-88. Such money shall be allocated to their 1988-89 merit pool for increases to the 1988-89 salaries of department faculty members who are awarded merit increases that year. If a department fails to develop procedures and criteria and/or fails to make recommendations for two years, that department's merit allocation shall be divided among the other Departmental Merit Pools until such time as the department develops procedures and criteria and makes recommendations.

F. In addition to the initial cash awards, bargaining-unit faculty members who receive Distinguished Scholar, Distinguished Service, or Teaching Excellence Awards shall receive one-time base salary increases effective commencing the year after receipt of the award of $2,000 for the Distinguished Scholar Award and $1,000 for the Distinguished Service and Teaching Excellence Awards. This provision shall be retroactive to provide such increases to those bargaining-unit faculty members who received these awards in 1986-87. Commencing with the 1986-87 awards, these base increases shall be funded from the Provost's/Deans' Merit Pool.

G. GRIEVANCE ON MERIT PAY. If a dean (or other appropriate administrative reviewer in the case of an unaffiliated unit) overturns or reduces a departmental faculty merit pay recommendation made in accordance with the provisions of this Agreement or if the Provost overturns or reduces a departmental faculty recommendation that is supported by the dean, the affected faculty member may file a grievance, which will be considered as a Type 2 grievance under the grievance procedure in this contract. Except as specifically provided above, merit recommendations by the department and the dean and merit decisions by the Provost shall not be grievable.

Section 2: MINIMA. Effective with the implementation of this contract, the minimum salary shall be as follows:

Academic Year Salary Minima:

	Professor	Associate	Assistant	Instructor
First Appointment:	$30,000	$24,000	$19,000	$16,000

Fiscal Year Salary Minima:

	Professor	Associate	Assistant	Instructor
First Appointment:	$37,500	$30,000	$23,750	$20,000

Section 3: PROMOTION INCREMENTS: Effective July 1, 1987, for fiscal-year faculty, and effective September 15, 1987, for academic-year faculty, and thereafter, Western shall provide the following promotion increments:

Rank	Academic Year	Fiscal Year
Professor	$2,100	$2,625
Associate	$1,700	$2,125
Assistant	$1,200	$1,500

Section 4: FRINGE BENEFITS. All fringe benefits in effect at the end of Winter Semester, 1987, are to be maintained at levels then obtaining, except as modified by this contract.

Western will use the six-months fringe coverage principle with academic- or alternate-academic-year faculty who work only the Fall or Winter semesters. Those faculty will earn 50% of their academic year salary for a complete Fall or Winter semester of employment.

Section 5: SABBATICAL LEAVE REPLACEMENT FUND. Western will allocate $100,000 to the Sabbatical Leave Replacement Fund for each year of the Agreement. Any unused portion in the fund at the close of the fiscal year shall be made available for allocation in the next fiscal year.

ARTICLE 30. - FACULTY RESEARCH AND CREATIVE ACTIVITIES SUPPORT FUND

Section 1: To encourage a high standard of excellence among the members of the faculty of Western Michigan University in significant scholarly research, rigorous scientific inquiry, original artistic activity, and inventive technology, a Faculty Research and Creative Activities Support Fund shall be created. The administration of this Fund, which incorporates the former Faculty Research and Creative Activities Fund and the former Faculty Research Travel Fund, shall follow policies established by the Research Policies Council and approved by the Faculty Senate. Awards funded by the monies provided below shall be given only to bargaining-unit faculty.

Section 2: Western shall allocate to this fund the sum of $220,000 for 1987-88; $230,000 for 1988-89; and $240,000 for 1989-90.

Section 3: Funds not expended in a given year shall be carried over to the next fiscal year. Refunds from faculty of unused awards shall be returned to the Faculty Research and Creative Activities Support Fund for subsequent redistribution. An accounting of the fund shall be provided to the Chapter upon request each year.

ARTICLE 31. - RETIREMENT

Section 1: In order for any retiree to be eligible for University retirement fringe benefits and to be considered a retiree from Western Michigan University, such retiree: 1) must have completed at least ten (10) years of full-time service at the University prior to the effective date of retirement, and 2) must be at least fifty-five (55) years old, and 3) must have submitted his/her retirement letter to Western at least two full semesters prior to the effective date of retirement. Requirement 3) above may be waived in writing by Western.

Section 2: The normal term of service of any faculty member shall automatically expire not later than June 30 of the fiscal year in which the faculty member's seventieth (70th) birthday anniversary falls.

Section 3: NOTICE. A faculty member who elects early retirement shall notify Western two semesters in advance of the date of retirement. When the faculty member notifies Western of intent to retire, the faculty member must indicate which retirement option he or she is electing.

Section 4: RETIREMENT INCENTIVE. Faculty members who retire during the life of this Agreement shall elect the retirement incentive option below or sick leave payoff per Article 25, Section 6, E of this Agreement at the time of retirement.

FOR FISCAL, ALTERNATE-ACADEMIC AND ACADEMIC-YEAR FACULTY:

Year	Professor	Associate	Assistant
1987-88	$53,900	$44,300	$38,000
1988-89	$57,400	$47,200	$40,500
1989-90	$61,200	$50,300	$43,100

AGE ADJUSTMENT FACTOR

Age	Percentage
55-62	100%
63	92%
64	76%
65	60%
66	32%
67	28%
68	24%
69	20%
70	16%

Section 5: FRINGE BENEFITS. The group life insurance schedule for the retiree shall remain the same as before retirement with the University paying the full premium if the faculty member participated in the group life insurance plan for ten years prior to retirement. The coverage shall be the same as if the faculty member were still employed.

A faculty member who elects early retirement shall remain in the full Hospital/Medical plan on the same basis as before retirement until he/she attains age 65, at which time the Hospital/Medical plan becomes supplemental to Medicare.

Retirees are eligible for all fringe benefits as specified in Article 32, Miscellaneous Fringe Items, of the Agreement to the extent possible and are eligible to obtain a permanent University identification card to use library services.

Section 6: LOAD REDUCTION. A faculty member who is at least 55 years of age may request a reduction from the twenty-four (24) credit hours of regularly-scheduled courses or the thirty-five (35) scheduled hours per week. The faculty member's salary shall be subject to pro rated reduction on a per-credit-hour or hourly basis. The faculty member shall continue to receive all salary increments due under this Agreement on the aforementioned pro rated basis. Western shall continue its contributions to the faculty member's fringe benefits without pro rated reduction based on his/her full salary. The Office of Academic Affairs shall promptly notify the Chapter in writing whenever any such request from a faculty member is granted. Once a reduced load is asked for and agreed to, a reduction shall remain in effect until the faculty member's retirement. Faculty on such reduced load schedules shall not be eligible for Spring and Summer assignments.

Section 7: BOARD APPOINTED PART-TIME FACULTY. Board appointed part-time faculty shall receive a pro rata retirement option equal to the percent of a full-time appointment.

ARTICLE 32. - MISCELLANEOUS FRINGE ITEMS

Section 1: DISCOUNT ON ADMISSIONS TO ATHLETIC EVENTS AND CULTURAL PROGRAMS. Western shall maintain a policy whereby unit faculty may receive discounts on the purchase, for personal use only, of season tickets for admission to selected University athletic and cultural events, programs or series. Western shall, on an annual basis, establish the amount of the discount to be offered for each event and/or combination of events and programs.

Section 2: BOOKSTORE DISCOUNT. Western shall provide the unit faculty with a discount of ten (10) percent on all purchases of one dollar ($1.00) or more made at Western's Campus Bookstore.

Western's policy will be to apply the bookstore discount to any item ordered specially by the bookstore for a person eligible for the discount if the item is of the type normally carried as a part of the bookstore's merchandise line. The discount shall apply only to the first copy of any given book.

Discounts shall be awarded on purchases made in behalf of immediate families (spouses, sons, daughters) and not for other relatives, friends or acquaintances.

Section 3: PURCHASE OF MEDICINE AND DRUGS. Western shall continue to allow bargaining-unit faculty to use the Health Center Pharmacy for the purpose of purchasing prescription drugs and medicines during its regular hours of operation.

Section 4: LIMITED USE OF HEALTH SERVICE. Western shall permit bargaining-unit faculty the use of the University Health Service in those instances requiring emergency medical treatment for sudden illness or injury which may occur on campus. Further, the Health Service shall provide flu shots for bargaining-unit faculty members and/or immunizations for bargaining-unit faculty and dependents for overseas travel at a nominal cost per injection; and Western shall permit bargaining-unit faculty the use of additional Health Center services at the sole discretion of Western.

Section 5: USE OF RECREATIONAL FACILITIES. Western shall provide the unit faculty with scheduled access to and use of recreational facilities such as the Oakland Gym, Read Fieldhouse, Gary Center, the Ice Arena and Natatorium, Kanley Park and Track. Western shall provide without cost to unit faculty members services such as lockers, towels, and intramural recreational equipment when available in normal locations and during regular hours of operation.

Section 6: PARKING. Western shall provide free parking facilities to the unit faculty on a non-reserved basis in restricted lots. A parking sticker shall be made available without charge.

Section 7: TAX SHELTERED ANNUITY. A tax sheltered annuity benefit program is available to Western Michigan faculty.

Section 8: CREDIT UNIONS. Western shall make direct deposits or payroll deductions on faculty request to the Southwestern Michigan State Employees Credit Union or the School Employees Credit Union.

Section 9: REPORTS. Western shall provide the Chapter with an annual report on total contributions made to TIAA-CREF for each bargaining unit member and on total medical insurance payment deductions made for dependency coverage for each bargaining unit member.

ARTICLE 33. - LONG-RANGE PLANNING

The Chapter shall recommend to the President of the University the names of bargaining-unit faculty for membership on any long-range, strategic or institutional planning council, board, or committee, which is established during the life of this Agreement and which includes bargaining-unit faculty members appointed by the President.

ARTICLE 34. - UNIVERSITY CALENDAR

Western shall have the right to determine the University calendar, in accordance with definitions of "semester" and "session" specified in

Article 2. The Chapter shall have the right to review and make recommendations concerning the specific dates for each academic calendar prior to the publication of such dates by Western.

In every class taught, all faculty shall give a final examination, i.e., some form of comprehensive evaluative exercise, during the last week of the semester, which shall be set aside for final examination, or at or near the scheduled conclusion of the session. Exceptions to the requirement of giving a final examination may be granted in writing by the appropriate dean upon request from the faculty member.

ARTICLE 35. - ANNUAL SURVEY OF FACULTY

Western shall continue to participate in the annual survey of faculty compensation conducted by the national office of the American Association of University Professors. Western shall not be required to furnish data that represent a significant substantive alteration in the content of the information heretofore sought. A copy of the data filed with the AAUP will be given to the Chapter.

ARTICLE 36. - FACULTY DEVELOPMENT POLICY

Section 1: FACULTY DEVELOPMENT. Western offers a Faculty Development program that has been established to facilitate faculty and institutional renewal, to increase the possibilities for professional development, and to provide for a fuller utilization of faculty resources. Faculty Development activities are intended to orient, inform, retrain, upgrade, and renew the professional competencies of faculty.

Section 2: OFFICE OF FACULTY DEVELOPMENT. The Provost or his/her designee is the Director of Faculty Development and administers the Office of Faculty Development. The Associate Director is appointed by the Director in consultation with the Chapter. The Associate Director is a member of the bargaining unit who is reassigned from his/her usual workload responsibilities.

The Office of Faculty Development encourages, coordinates, and facilitates professional development for bargaining unit faculty through a variety of services and activities, which have included such offerings as tuition subsidies for courses at Western, workshops and career counseling.

Section 3: FACULTY DEVELOPMENT ADVISORY COMMITTEE. The Faculty Development Advisory Committee consists of five (5) bargaining unit members, selected from a list of ten (10) nominees recommended by the Chapter, and five (5) administration members. The membership is appointed by the Provost or his/her designee, and the Committee is chaired by the Director or his/her designee. The Advisory Committee recommends Faculty Development policy, programs, and activities and advises the Director.

Section 4: ELIGIBILITY. All bargaining unit faculty are eligible to participate in all Faculty Development programs, subject to the conditions established by the Director and to the resources of the Office of Faculty Development.

Section 5: FUNDING. Western agrees to provide a level of funding for the Office of Faculty Development that permits the maintenance of a Faculty Development program.

ARTICLE 37. - WORK OF THE UNIT AND PREFERENCE

Section 1: The work that belongs primarily to the faculty includes teaching, professional librarianship, professional counseling, academic advising, professional work in instructional communications, coaching (except Intercollegiate Athletics), and academic research conducted on assigned time.

Western may assign bargaining-unit faculty members to perform, as part of their regular workload, appropriate professional duties, which in Western's judgment they are qualified to perform. Department faculty shall have the right to make recommendations to Western concerning assignments. Western shall make the final decision concerning assignments in accordance with the guidelines in Article 28, Compensation Guidelines. The making of assignments as provided in this Article shall not operate to reduce the regular academic year, alternate-academic year, or fiscal-year pay of any bargaining-unit faculty member.

This work shall be performed within the faculty member's own department in accordance with the guidelines in Article 28, Compensation Guidelines. Assignment outside the department shall be by mutual agreement.

Under certain circumstances, in order to meet the needs of the University, it may be necessary on occasion to assign individual unit faculty members to appropriate professional work outside their departments, in accordance with guidelines relative to full workload in Article 28, Section 3. In such cases, recommendations from the departmental unit faculty shall be requested and, if offered, considered by Western before such assignment is made. Western shall review and discuss any continuation of said assignments with the individual faculty member and the department.

Section 2: ADDITIONAL WORK. Western may offer and bargaining-unit faculty may accept appropriate professional work in addition to their regular workload at the rates specified in Article 28. When the contract does not specify a rate, work shall be assigned and the rate determined by mutual agreement between Western and the faculty member. Such assignments shall not change the departmental membership of the faculty member.

Section 3: PREFERENCE. Bargaining-unit faculty shall have preference for work assignments, as provided in this Article. Preference applies to teaching of courses in the faculty member's department that the faculty member is qualified to teach.

A. Preference for bargaining-unit faculty shall not operate to prevent graduate assistants from being assigned as follows: Graduate assistants may teach courses during the regular academic year in accordance with Graduate College policies. Unit faculty shall not be given preference for these assignments (except as provided in Article 23). In those departments, and only in those departments, whose own graduate assistants had taught Spring or Summer prior to the effective date of this Agreement, such graduate assistants may also teach up to the equivalent of one (three or four credit hour) course in their department in either the Spring or Summer session, and unit faculty shall not be given preference for these assignments (except as provided in Article 23).

B. Preference for bargaining-unit faculty shall be provided based on the appointment year, as follows:

(1) Bargaining-unit academic-year faculty members shall be offered preference over non-unit persons, excluding chairpersons:

(a) for their regular academic-year appointments, as provided in Article 23, Layoff and Recall;

(b) for up to a full-time (six to eight credit hours of regularly-scheduled courses for teaching faculty and thirty-five hours per week for faculty in the Library, Academic Services and the Counseling Center) Spring or Summer appointment each year, if available, paid at the contractual percentage of base salary (22% for a full-time Spring or Summer appointment);

(c) for up to one (1) Continuing Education course per semester, plus one (1) Continuing Education course in Spring or Summer, if available, at the Continuing Education rate, if the faculty member is fully employed on campus during that session.

(d) If the faculty member is not employed on campus during a Spring or Summer session, he/she shall be given preference for up to eight (8) hours of Continuing Education courses if available.

(2) Bargaining-unit alternate-academic-year faculty members shall be offered preference over non-unit persons, excluding chairpersons:

(a) for their regular alternate-academic-year appointments, as provided in Article 23, Layoff and Recall;

(b) for up to a half-time (six to eight credit hours of regularly scheduled courses) Fall or Winter teaching assignment per year, if available, during the "off semester," paid at 22% of base salary for a half-time Fall or Winter assignment;

(c) for up to two (2) Continuing Education courses per alternate-academic year, plus one (1) Continuing Education

course during the "off semester," if available, at the Continuing Education rate.

(d) If the faculty member is not employed on campus during the "off semester," he/she shall be given preference for up to eight (8) hours of Continuing Education courses if available.

(3) Bargaining-unit fiscal-year faculty members shall be offered preference over non-unit persons, excluding chairpersons:

(a) for their regular fiscal-year appointments, as provided in Article 23, Layoff and Recall;

(b) for up to three (3) Continuing Education courses per year, if available, at the Continuing Education rate.

C. In addition, current bargaining-unit faculty on alternate-academic-year appointments shall be offered preference over new faculty for any academic-year appointments for which Western determines that said current faculty are qualified.

D. Preference applies only if Western decides to offer courses for which faculty members eligible for preference are qualified. Preference shall not operate to allow bargaining-unit faculty members whose Spring, Summer, Continuing Education, or "off semester" courses are canceled because of insufficient enrollment to "bump" non-unit persons, if any, assigned to teach courses that obtain sufficient enrollment. Preference shall not apply to courses offered by Continuing Education that are not offered through a department or similar unit.

Section 4: REPORT. Western will continue to provide the Chapter with a "credit-hours-by-instructor report."

ARTICLE 38. - PATENTS AND COPYRIGHTS

The development of patentable inventions or discoveries is not the primary purpose of the research activities of Western's faculty. However, it is recognized that certain patentable inventions and discoveries may result from such work. To provide incentive for the development and utilization of discoveries arising out of University research with the assurance that such inventions will not be used in a manner contrary to public interest, it is agreed that:

1. Unit faculty members whose activities lead to a patentable invention or copyrightable material when the activities are part of the work for which Western is paying the faculty member (from any source) or the activities involve the use of any University space or equipment shall share equally with Western in any royalties derived from such patents or copyrights.

2. Unit faculty members whose activities lead to a patentable invention or copyrightable material when the activities are a part of work performed for which Western is not paying the faculty member (from any source) and no University space or equipment is used shall be entitled to any or all royalties derived from such patents or copyrights.

3. The name of the University shall not be used in connection with inventions or discoveries and copyrights in which Western has no interest without prior written permission from the Vice President for Business and Finance. This same restriction applies to the use of the name of the University on any commercial publications concerning a product in which Western does have an interest.

4. In any instance where this policy is in conflict with any agreement with a sponsoring agency, the agreement with the sponsoring agency shall govern as long as both Western and the unit faculty member have signed the agency agreement.

5. Either party (the unit faculty member or Western) may waive its rights under this article if it so chooses. The Vice President for Business and Finance will have the authority to act for Western in this matter.

ARTICLE 39. - NO STRIKE, NO LOCKOUT

Section 1: The Chapter agrees that, during the life of this Agreement, the Chapter, its officers, affiliates and members shall not authorize, instigate, aid or engage in any strike, slowdown, stoppage of work, concerted efforts not to meet classes or any other concerted acts that interfere with the normal operations of the University over any matter covered by this Agreement.

Section 2: The University agrees that during the life of this Agreement there shall be no lockout of the members of the Chapter over any matter covered by this Agreement.

ARTICLE 40. - WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, Western and the Chapter, for the life of this Agreement, each waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any

non-mandatory subject of bargaining not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 41. - SAVINGS PROVISION

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, Western and the Chapter shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 42. - EMPLOYEE ASSISTANCE PROGRAM

Section 1: Effective Fall semester, 1987, Western intends to implement an employee assistance program (EAP) to respond to the problems of faculty members and other University employees who demonstrate maladaptive work-related behaviors, including alcohol and substance abuse, mental/emotional illness, and significant personal problems. The program will be available voluntarily or by referral. Western and the Chapter agree that when a faculty member represents an immediate or potential danger to students, staff or self, the faculty member may be removed from contact with students and other University personnel and referred to the University EAP.

The EAP shall emphasize the elements of problem identification, personnel training and education, therapeutic confrontation, and appropriate referral for assessment and treatment. It shall incorporate the right of Western to require examination and/or treatment and to invoke disciplinary procedures when necessary. It shall also incorporate an internal response system and possible relations with appropriate external agencies.

Section 2: The EAP shall be reviewed by Western from time to time. Western shall have the right to continue, discontinue or modify the EAP at its sole discretion.

ARTICLE 43. - PERMANENT INTERDEPARTMENTAL TRANSFER PROCESS

Section 1: TRIAL ASSIGNMENT IN NEW DEPARTMENT. A tenured or tenure-track bargaining-unit faculty member who is under consideration for a permanent transfer from one academic department to another shall be given a trial

assignment in the new department. Permanent transfer consideration may be initiated by the faculty member or by Western, and these permanent transfer procedures shall be effected upon mutual agreement of the faculty member and Western, after consultation with the bargaining-unit faculty of the receiving department.

The conditions for approved trial assignments are:

a. Length: The trial assignment shall be for two (2) or three (3) years.

b. Salary: The trial assignment shall be at the faculty member's salary at the time of transfer plus any contractually-mandated increases.

c. Rank: The assignment shall be at the faculty member's rank at the time of transfer, and the faculty member shall not be eligible for promotion during the trial assignment.

d. Departmental Membership: The faculty member shall remain a member of his/her original department during the trial assignment.

e. Stipulations: Both prior to the trial assignment and after the first year review but prior to the second year of the trial assignment, the departmental faculty may recommend and Western may stipulate what the faculty member must accomplish during the trial assignment in order to be recommended for permanent membership in the new department. All such stipulations shall be directly related to the criteria specified in Article 17, Tenure.

f. Reviews: The faculty member shall be reviewed by the new department in at least the first and last year of the trial assignment.

g. Return to Original Department: With Western's approval, the faculty member may be returned to his/her original department at the end of any semester during or at the end of the trial assignment. Return may be initiated by the faculty member or by Western.

h. Continuous Service: Continuous service of the bargaining-unit faculty member shall not be affected by interdepartmental transfer.

i. Modification: The above conditions may be modified by mutual agreement of the bargaining-unit faculty member, Western and the Chapter.

Section 2: PERMANENT ASSIGNMENT IN NEW DEPARTMENT.

a. New Departmental Membership Decision: In the case of a tenured faculty member, at the end of the trial assignment, the departmental bargaining-unit faculty shall recommend whether the faculty member shall be granted permanent membership in the new department. If the faculty member is granted permanent membership in the new department by Western, he/she shall become a permanent

department. If the faculty member is granted permanent membership in the new department by Western, he/she shall become a permanent member of the new department and shall no longer be a member of the original department. A tenured faculty member shall retain his or her tenure throughout the transfer process.

In the case of a tenure-track faculty member, at the end of the trial assignment, the departmental faculty shall make a recommendation of whether he/she shall be granted permanent membership in the new department. The final tenure review of the faculty member shall be conducted by the new department in the last year of trial assignment--or later, if so stipulated prior to the trial assignment. A tenure-track faculty member may only be recommended for tenure when he/she has had a positive membership recommendation.

b. Rank: The faculty member shall not have his/her rank reduced by permanent transfer to the new department.

c. Promotion Eligibility: At the start of the trial period, Western shall stipulate the number of years-in-rank with which the new faculty member shall be credited for purposes of promotion eligibility in the new department. Based on the years-in-rank credit, the faculty member is eligible for promotion in the new department after becoming a permanent member of that department.

d. Salary: The faculty member's salary shall not be reduced because of permanent transfer to the new department.

e. Service on Committees: Departments may make recommendations to Western (through their Departmental Policy Statements) concerning the rights of faculty members transferred under this provision to serve on departmental committees during the trial period and after obtaining permanent membership.

ARTICLE 44. - DURATION

THIS AGREEMENT shall become effective as of the 6th day of September, 1987, and, except as hereinafter set forth, shall continue in full force and effect until 12:01 a.m. on the 6th day of September, 1990, and for continuing periods of one (1) year thereafter unless a written notice is served by one (1) party upon the other at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intent to amend, modify or terminate this Agreement.

This Agreement is signed in Kalamazoo, Michigan on this 8th day of September 1987.

Western Michigan University
Chapter of the American Association
of University Professors

Arnie Johnston
Chief Negotiator

Lynwood Bartley

Fred Hartenstein

George Miller

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APPENDIX A - RULES OF CONDUCT

Rules, procedures, and penalties governing faculty conduct and responsibilities are set forth throughout this Agreement, as are provisions enumerating faculty rights and protections and guarantees thereof. Subject to said rules, procedures, penalties, and provisions--including but not limited to Article 9, Agency Shop; 10, Anti-Discrimination and Affirmative Action; 12, Grievance Procedure; 13, Academic Freedom and Responsibility; 15, Nepotism; and 21, Dismissal and Discipline for Cause--Western and the Chapter further agree that the following specific violations of the Agreement or of University policy may subject a faculty member to corrective action and/or penalties ranging from informal directives, through formal written notice of warning, up to and including dismissal:

A. NEGLECT OF DUTY: That is, failure to meet scheduled classes; post and maintain reasonable office hours; fulfill other reasonable and appropriate duties.

B. UNPROFESSIONAL CONDUCT: That is, willful violation of the AAUP Professional Code of Ethics.

Statement on Professional Ethics

Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.

As teachers, professors encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals, and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to assure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.

As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas professors show due respect for the opinions of others. Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.

As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions.

As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

C. IMPAIRED PERFORMANCE OF DUTIES: That is, attempting to carry out properly assigned duties while ability and judgment are materially impaired due to willful use or consumption of alcohol or similarly debilitating substances.

D. IRRESPONSIBILITY IN SAFETY AND SECURITY MATTERS: That is, willful violation of safety or security rules and/or practices; or other conduct that demonstrably damages the property of the University, its students, or its personnel.

Prior to the issuance of a formal notice of violation or imposition of corrective action or penalty for alleged violation of these rules by a faculty member, Western shall take steps to insure consistency of rule interpretation and application and appropriateness of any proposed corrective action through consultations among the Office of Academic Affairs, the appropriate dean and department chairperson, and the Director of Collective Bargaining.

Where alleged violations of said rules warrant consideration of discipline or dismissal, said consideration shall be subject to the provisions and procedures of Article 21, Dismissal and Discipline for Cause.

APPENDIX B - FACULTY SENATE

Western and the Chapter agree that the right of the WMU Faculty Senate to freedom of debate and communication shall not impinge on the rights of the duly elected exclusive bargaining agent for the faculty, nor upon the rights of the University as employer.

Neither the Chapter nor Western shall be bound by any discussion, communication, nor recommendation from the Faculty Senate.

Any Faculty Senate recommendation received unilaterally either by Western or the Chapter shall be copied and sent in a timely fashion to the other party.

Neither the Chapter nor Western shall implement unilaterally a Faculty Senate recommendation on any matter within the permissible scope of collective bargaining under Michigan statute or under the terms of the Agreement between Western and the Chapter.

In case of a dispute between the Chapter and Western as to the bargainability of any Faulty Senate recommendation, either the Chapter or Western may appeal to MERC for a ruling; and the Chapter may file a grievance under the existing contract grievance procedures on the issue of bargainability. The Chapter may file a grievance under the existing contract grievance procedures on Western's compliance with the terms of this Agreement.

APPENDIX C

ARBITRATION PANEL

The current members of the rotating panel of arbitrators from which the parties shall select arbitrators to hear grievances are:

1. Howard Cole
2. Ruth Kahn
3. Maurice Kelman
4. Theodore St. Antoine

If one or more of these arbitrators becomes permanently unable to serve on the panel, the parties shall mutually agree to a replacement(s). Until the parties so agree, the remaining arbitrators shall constitute the panel. When panel membership changes, a new Addendum shall be added to the Agreement indicating the change.

APPENDIX D

LETTER OF UNDERSTANDING - COMPENSATION GUIDELINES

The present rates for Continuing Education established by the Board of Trustees are:

Rank	Per Credit Hour
Professor	$500
Associate	480
Assistant	460
Instructor	440

APPENDIX E - BENEFITS STUDY

Subsequent to the signing of this Agreement, Western and the Chapter shall each appoint two (2) persons to serve on a committee to study and evaluate the desirability and feasibility of a "cafeteria-style" benefits plan and of a "salary-reduction" plan designed to allow individuals to pay for their share of insurance premiums with tax-free dollars.

The Benefits Study Committee shall report its findings no later than February 1, 1989, on the "cafeteria-style" benefits plan, and no later than April 15, 1988, on the "salary-reduction" plan.

APPENDIX F - GRIEVANCE PROCEDURE

Western and the Chapter hereby agree that a bargaining-unit faculty member who initiates a grievance after the effective date of this Agreement, but prior to the availability of the mediation option may, if a step one hearing and answer fail to resolve the grievance, request that grievance proceedings be held in abeyance until the mediation option is available. Western may also make such a request. Such requests shall be made within seven (7) calendar days of the step one answer.

If neither party requests mediation, the grievant, of course, may appeal to step two in accordance with the grievance procedure.

Grievances initiated under the 1984-87 Agreement shall be handled under its provisions.

APPENDIX G - SABBATICALS

A bargaining-unit faculty member on a tenure-track appointment may, in his or her sixth and final probationary year, apply for a sabbatical leave. In such a case, however, if the sabbatical leave is approved by the Provost, the final recommendation shall be submitted to the Board of Trustees at the same time as and only if a positive tenure recommendation is made.

APPENDIX H - FACULTY RESEARCH AND CREATIVE ACTIVITIES SUPPORT FUND

It is anticipated by the parties to this Agreement that the funds allocated to the Faculty Research and Creative Activities Support Fund will be expended for the purposes of supporting significant scholarly research and creative activity (as were the funds in the former Faculty Research and Creative Activities Fund) and to provide support for the preparation, presentation and publication of papers and the exhibition of creative work and attendant travel (as were the funds in the former Faculty Research Travel Fund) and

that the distribution of monies in the Faculty Research and Creative Activities Support Fund between these two broad categories of support will approximate the division of monies between the two former funds in the past.

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